

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

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Minutes of Previous Meeting
6. Consent Agenda
 - A. Reports of Sub-Committees, Boards, and Commissions
 1. Historic Preservation Commission, March 17, 2015
 - B. License Applications
 1. Operator
7. Committee Reports
 - A. Finance/Administration Committee, March 9 and 12, 2015
 1. Consideration of recommendation for approval of Change Order No. 2 with McMahon Associates, Inc. for the Digestor Project
 - B. Municipal Services and Utilities Committee, March 12, 2015 (taken up at the Common Council meeting of March 12, 2015) and March 23, 2015
 1. Consideration of recommendation for approval of Change Order for contract with Ptaschinski Construction for 2015 Street and Utility Projects
 - C. Park and Recreation Board, March 10, 2015
 1. Consideration of recommendation for approval of Agreement with Portage Girls Youth Fast Pitch Softball
 2. Consideration of recommendation for approval of Agreement with Baraboo Area LaCrosse Association
 3. Consideration of recommendation for approval of Agreement with Portage Community School District on Development and Use of an Athletic Facility

- D. Plan Commission, March 16, 2015
 - 1. Consideration of recommendation for approval of reversionary deed transfers for City owned tax parcels no. 292 and 298 to Columbia County

- 8. Old Business
 - A. Ordinances
 - 1. Ordinance No. 15-005 relative to Solid Waste (Commercial Garbage Collection)

- 9. New Business
 - A. Ordinances
 - 1. Ordinance No. 15-006 relative to Adopting an Amendment to the Official Zoning Map for the City of Portage, Columbia County, Wisconsin

 - B. Resolutions
 - 1. Resolution No. 15-021 relative to Awarding the Sale of \$3,675,000 General Obligation Corporate Purpose Bonds, Series 2015A
 - 2. Resolution No. 15-022 relative to Authorizing the Issuance and Sale of \$855,000 Water System Revenue Bonds, Series 2015B of the City of Portage, Wisconsin, and Providing for the Payment of the Bonds and Other Details with Respect to the Bonds
 - 3. Resolution No. 15-023 relative to Approving a Permanent Easement for Storm Water conveyance.

 - C. Consideration of award of contract for organizational staffing evaluation to GovHR USA

 - D. Correspondence from Wisconsin Historical Society announcing award of historic preservation grant to conduct an intensive survey of historic properties

 - E. Mayor's Comments
 - 1. National Walking Day
 - 2. P.A.T.H.S., discussion and possible action on program

 - F. City Administrator's Report
 - 1. Spring Election
 - 2. Special Assessment Process

- 10. Adjournment

Common Council Proceedings
City of Portage

Regular Meeting
Council Chambers
City Municipal Building

March 12, 2015
7:00 pm

1. Call to Order

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

2. Roll Call

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

Excused: Ald. Charles, Hamburg

Also Present: Mayor Tierney, City Clerk Moe, City Administrator Murphy, City Attorney Spankowski, Director of Public Works/Utilities Manager Redelings, Engineering Technician Salmon, Finance Director Mohr, 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 Klapper, second by Dodd to approve the minutes of the February 26, 2015 Common Council meeting. Motion carried unanimously on call of roll.

6. Presentation of checks from Cascade Mountain and Divine Savior Healthcare for P.A.T.H.S.

Mike Decker representing Divine Savior Healthcare and Rob Walz representing Cascade Mountain presented checks to the city for the P.A.T.H.S. project.

7. Introduction of new Police Officers

Police Chief Manthey introduced new police officers Charles Welbourn and Peter Warning.

8. Consent Agenda

Reports of Sub-Committees, Boards, and Commissions

Business Improvement District Board of Directors meeting of February 18, 2015

Library Board meeting of February 23, 2015

Police and Fire Commission meeting of February 25, 2015

Tourism Promotion Committee meeting of March 3, 2015

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

License Applications

Taxi Cab Operator application for Saucha T. Shaw.

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

9. Committee Reports

Plan Commission meeting of March 2, 2015

Legislative and Regulatory Committee meeting of March 2, 2015

Motion by Maass, second by Lynn to approve change of agent for 205 Vino, LLC Class B Combination License to Jessica Asch. Motion carried unanimously on call of roll.

Motion by Maass, second by Lynn to approve a Class B Combination License for Portage Elks Lodge No. 675, Benevolent and Protective Order of Elks of the United States of America, Inc., Myron T. Shannon Jr., agent (201 West Conant Street). Motion carried unanimously on call of roll.

Human Resources Committee meeting of March 3, 2015

Motion by Dodd, second by Lynn to approve the revised position description for Detective Lieutenant. Motion carried unanimously on call of roll.

Municipal Services and Utilities Committee meetings of March 5, 2015 and March 12, 2015

Motion by Klapper, second by Dodd to award the contract for the 2015 Street and Utility Projects to Ptaschinski Construction in the amount of \$1,450,754.59. Motion carried unanimously on call of roll.

Ald. Kutzke expressed concern that by bundling seven (7) different projects into one (1) bid that eliminated local contractors due to the bond requirement.

Finance/Administration Committee meeting of March 9, 2015

Motion by Dodd, second by Lynn to approve claims in the amount of \$840,130.75. Motion carried unanimously on call of roll.

10. Old Business

Ordinances

Ordinance No. 15-003 relative to Adopting an Amendment to the Comprehensive Plan of the City of Portage, Columbia County, Wisconsin received its second reading and passed unanimously on motion by Maass, second by Monfort and call of roll.

Ordinance No. 15-004 relative to Adopting an Amendment to the Official Zoning Map for the City of Portage, Columbia County, Wisconsin. Motion by Dodd, second by Lynn to suspend the rules and have the second reading of Ordinance No. 15-004 relative to Adopting an Amendment to the Official Zoning Map for the City of Portage, Columbia County by title only. Motion carried 5 to 2 on call of roll with Klapper and Maass voting no. Ordinance No. 15-004 relative to Adopting an Amendment to the Official Zoning Map for the City of Portage, Columbia County, Wisconsin received its second reading by title only and passed unanimously on motion by Maass, second by Dodd and call of roll.

11. New Business

Ordinances

Ordinance No. 15-005 relative to Solid Waste (Commercial Garbage Collection) received its first reading. Ald. Kutzke stated that the proposed ordinance should be reviewed by the Municipal Services Committee; and there were changes not incorporated into the proposed Ordinance. Motion by Kutzke, second by Lynn to refer the proposed ordinance back to the Municipal Services Committee for review. Ald. Maass inquired as to what additional changes Ald. Kutzke referring to, as Ald. Monfort and Hamburg, who are members of the Municipal Services Committee, as well as the Legislative Committee, stated at the Legislative Committee meeting that the proposed ordinance addressed the items that the Municipal Services Committee recommended. Mayor Tierney reminded the council that under the committee system, a proposed ordinance comes to council following a recommendation from the Legislative Committee. Ald. Maass questioned whether or not the Legislative Committee was necessary if each committee is going to be reviewing and recommending proposed legislation to council. Motion failed 5 to 2 with Dodd, Havlovic, Klapper, Maass and Monfort voting no.

Resolutions

Resolution No. 15-020 Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703 of the Wisconsin Statutes (2015 Sidewalk Improvement Project) was read and adopted unanimously on motion by Klapper, second by Dodd and call of roll. Ald. Kutzke requested that the engineering report be sent out right away. The report has not been done, as approval of the Resolution directs the City Engineer to prepare the report. A meeting will be held with the council to review the special assessment process.

Resignation

Motion by Dodd, second by Klapper to approve the resignation of Vickie Greenwold from Plan Commission. Motion carried unanimously on call of roll.

Appointments

Motion by Maass, second by Klapper to approve the appointment of Fred Galley to Business Improvement District Board of Directors. Motion carried unanimously on call of roll.

Motion by Klapper, second by Dodd to approve the appointment of Carolyn Hamre to Plan Commission. Motion carried unanimously on call of roll.

Mayor's Comments

A meeting was held with city, county and state officials regarding development plans downtown, including the county building project and the Hwy. 51 (East Wisconsin Street) road project; to make sure all agencies are on the same page.

A successful roundtable held meeting with local manufacturers was held March 4th.

City Administrator's Report

Updates on the following developments were given: Rolling Woods has resumed construction; the school district will be presenting a final plat to Plan Commission on Monday; the preliminary site plan for the county project will be presented to the Plan Commission on April 20th; a development agreement is being prepared for the county project; a reversionary transfer deed for the county project will be presented to the Council on March 26th; the pre-development agreement being prepared for Bob LaDow's project is momentarily on hold as another partner has recently come forward.

Council members were reminded to read their email on a frequent basis.

12. Adjournment

Motion by Dodd, second by Maass to adjourn. Motion carried unanimously on call of roll at 7:56 p.m.

Marie A. Moe, WCPC, MMC
City Clerk

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

Members Present: Doug Klapper, Chairperson; Marlena Cavanaugh, Kristin Droste, Ian Dumbleton, Gayle Mack, Stephanie Miller-Lamb

Members Excused: Erin Foley

Members Absent: Todd Bennett

1. Roll Call

Chairperson Klapper called the meeting to order at 6:01 PM.

2. Approval of previous meeting minutes

Only a typo of 'present' in Members Present was noted. Miller-Lamb moved that the minutes for the meeting of January 20, 2015 be approved with the correction noted. Droste seconded the motion, which passed unanimously on the call of the roll.

3. Introduction of Commissioners

New Commissioner Gayle Mack was introduced and welcomed to the Commission.

4. Discussion and possible action on claims

Dumbleton moved that the Commission renew its membership for 2015 with the Wisconsin Association of Historic Preservation Commissions at the \$40 level. Cavanaugh seconded the motion, which passed unanimously on the call of the roll.

5. Discussion and possible action on meeting dates and time

There was discussion on the need to change the meeting date to accommodate a change in schedule of a Commissioner. Miller-Lamb moved that the Portage Historic Preservation Commission change its meeting day from the 3rd Tuesday of each month to the 1st Wednesday of each month, meeting start time to remain at 6:00 PM. Dumbleton seconded the motion, which passed unanimously on the call of the roll.

6. Discussion and possible action on art work for HPC plaques and letterhead

No action taken at this time.

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

Klapper informed the Commission that he had spoken with Jim Gorman, the lead on restoration of The Museum at the Portage after the fire in 2014, and that he may be available to give his presentation about the restoration project. Klapper will follow up with Mr Gorman and the Board of the Portage Historical Society to coordinate a time and day that works so Mr Gorman can give his presentation on the work that was done to bring the building back to its former glory.

Miller-Lamb stated that Judy Eulberg is willing and available to give walking tours, but not the 16th, of Society Hill which begins at Commerce Plaza and lasts 2 hours. Judy's rate is \$30/hour, she suggests a start time of either 10:00 AM or 1:00 PM. Eulberg will be in contact with Anna Mae Axness regarding her availability for Cemetery Tours, Miller-Lamb will follow up.

Miller-Lamb also asked the Commission for advice on what area of the City she and her husband Pat should concentrate on for the Photo Scavenger Hunt that will run in the Portage Daily Register. Commissioners should bring ideas to the April 1 meeting or they will they will make the decision on where to photograph.

Droste spoke to the Church Tours and that the local churches are excited about opening their doors again this year. It was decided that Saturday, May 16 would be the day for the Church Tours, likely between the hours of 1:00 and 3:00 PM. Miller-Lamb will also check on the availability of the Cemetery Tours being held this same day, either before 1:00 PM or after 3:00 PM or perhaps both before and after the Church Tours.

Klapper also announced that the Wisconsin Historical Society awarded the City of Portage \$20,000 towards the updating of our Intensive Survey. This could be announced during our speaker event.

8. Discussion and possible action on Heritage Signage

The Commission would like more detail regarding the request for the use of our funds to replace the worn/faded brown heritage signage denoting Historic Districts and Historic Properties. The Commission would like the locations of the signs and have photos provided, along with a specific dollar amount requested. It was also noted that 2015 HPC funds may need to be available to pay anything over the \$20,000 grant funding for a consultant to complete the update of our Intensive Survey. No action taken at this time.

9. Discussion and possible action on parking lot naming

The Commission had much discussion regarding the need to add names to various City parking lots. Klapper gave a brief history of how this action item came to be, as none of the current Commissioners were serving at the time the Police Department made their request that parking lots be given names to better

identify them. It was noted that to avoid confusion it may be best to call them by their common names and not add anything to them. The 12 parking lots listed:

1. Market Square
2. St. Mary's
3. US Bank Drive Up
4. Library
5. Commerce Plaza
6. Mullett and Adams Street
7. Underground/Annex
8. City Hall
9. Galley Studio
10. US Bank
11. Rogers Gifts-this is the only lot that could cause confusion as this business is no longer operating
12. Wilz

10. Adjournment

Chairperson Klapper adjourned the meeting at 6:46 PM.

Respectfully submitted by Doug Klapper

City of Portage

Operator's Applications

MELINDA D. ANDERSON

MARIAH N. HARVEY

KORI K. HOWELL

SUSAN KLAILA NEMINSKE

SAMANTHA M. SHATTO

**City of Portage
Finance/Administration Committee Meeting
Monday, March 9, 2015 6:00 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes**

Members: Rick Dodd, Chairperson; Mike Charles, Martin Havlovic (arrived 6:10), Doug Klapper, Richard Lynn

Also Present: Administrator Murphy (arrived 6:15), Finance Director Mohr; Director of Business Development Steve Sobiek; CATV Bill Welsh

1. Roll call

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

2. Approval of minutes from February 23, 2015.

Motion by Klapper, second by Charles to approve the minutes from February 23, 2015. Motion carried 4-0 on call of roll.

3. Discussion and possible recommendation on claims.

Mohr highlighted a few of the larger dollar claims. Lynn requested documentation on trailer purchase from Big O's. Dodd requested a meeting Thursday, March 12, 2015 at 6:30 to review documentation prior to the Council meeting.

Motion by Klapper, second by Lynn to approve the claims in the amount of \$840,130.75. Motion carried 4-0 on call of roll.

4. Discussion and possible recommendation on Predevelopment Agreement with Community Pride Development, Inc.

Due to some recent activity on the project Dodd recommended taking no action.

5. Discussion and possible recommendation on McMahon Change Order for Digester Project.

Dodd indicated the change order is in the amount of \$13,622 for the various items as noted and that the project is still under budget.

Motion by Charles, second by Klapper to approve McMahon Change Order for Digester Project. Motion carried 5-0 on call of roll.

6. Staff Report.

Mohr stated audit for the city starts Wednesday. It was also pointed out in the transition to the City's new CDBG Administrator, MSA; there was a miscommunication on how the City handles Subordinations. MSA, who

administers the County and Regional CDBG programs, follows the State's guidelines which allows for the approval of subordinations if they are for a lower interest rate, or for an equity loan for improvements to the home. The City however requires Committee approval for subordinations for an equity loan for improvements to the home. MSA approved the subordination for an equity loan; the City's policy has been communicated to MSA and will be followed in the future.

7. Adjournment.

Motion by Charles, second by Klapper to adjourn the meeting at 6:23 pm. Motion carried unanimously on call of roll.

Submitted by Jean Mohr, Finance Director

**City of Portage
Finance/Administration Committee Meeting
Monday, March 12, 2015 6:30 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes**

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

Excused: Mike Charles

Also Present: Administrator Murphy, Finance Director Mohr; Director of Public Works Bob Redelings; Civil Engineer Tech Erin Salmon; CATV Bill Welsh

1. Roll call

Chairperson Dodd called the meeting to order at 6:30 p.m.

2. Approval of minutes from March 9, 2015.

Motion by Klapper, second by Dodd to approve the minutes from March 9, 2015. Motion carried 4-0 on call of roll.

3. Review of claim for payment due to Big O's Trailers, Inc.

Murphy reviewed the process by which the claim for Big O's Trailers, Inc. was approved for payment. It was determined after purchasing the budgeted loader that the trailer used for the old loader was not large enough for the new loader. Although the new trailer was not specifically budgeted in the 2015 budget there were funds left from the purchase of the loader (roughly \$40K) and since the new trailer was under \$5K it was determined by Redelings and Murphy to utilize the leftover funds in purchasing the new trailer. Lynn had questioned the procurement policy in the March 9th meeting and requested a review of this decision.

Murphy admitted that according to the procurement policy this unbudgeted item should have come before the Finance Committee for approval. Dodd recommended a change to the Purchase Requisition Form in the middle section under Goods to include the word Budgeted to deter this from occurring in the future. Unbudgeted items need to come to committee. The Purchase Request Form along with the Procurement Policy will be brought back to committee for further review.

4. Adjournment.

Motion by Klapper, second by Lynn to adjourn the meeting at 6:46 pm. Motion carried unanimously on call of roll.

Submitted by Jean Mohr, Finance Director

McMAHON

ENGINEERS ARCHITECTS

1445 McMahon Drive P.O. Box 1025
Neenah, WI 54956 Neenah, WI 54957-1025

Telephone: (920)751-4200
FAX: (920)751-4284

CHANGE ORDER

(Contractor)
J.F. AHERN CO.
855 Morris Street / Fond du Lac, WI 54935
P.O. Box 1316 / Fond du Lac, WI 54935-1316

Contract No. P0012-930555
Project File No. P0012-930555.06
Change Order No. Two (2)
Issue Date: October 1, 2014
Project: City Of Portage, WI - WWTF
Digester Mixing & Building Imprv.

You Are Directed To Make The Changes Noted Below In The Subject Contract:

	(Item Description)	(Price)
2.1	Install 1-inch Natural Gas Line From The Digester Control Room To The New Natural Gas Boiler..... ADD	+ \$3,883.00
2.2	Repair Rollers On Cover Of The West Digester..... ADD	+ \$5,813.00
2.3	Replace Two (2) 4-inch, 90-Degree Bends On The Digester Piping; The Fitting At One (1) Of The Bends Has A Leak..... ADD	+ \$2,220.00
2.4	Replace 2½-inch Plug Valve On Gas Line To Boiler #1..... ADD	+ \$526.00
2.5	Replace Diamond Port Valve & Plug Valve On Gas Line To Boiler #2..... ADD	+ \$1,521.00
2.6	Credit For Reusing 2½-inch HWR/HWS Lines At Existing Sludge Heating Boilers & Installing Turning Vane On HV-2..... DEDUCT	- \$1,129.00
2.7	Credit For Not Installing New Intercom System..... DEDUCT	- \$942.00
2.8	Paint Digester Control Room..... ADD	+ \$5,708.00
2.9	Credit For Cleaning Deposition In Sludge Lines. An Allowance Of \$5,000 Was Provided In Contract; Only \$1,022.00 Was Needed..... DEDUCT	- \$3,978.00
2.10	Extend the Date of Final Completion by an additional 59-days to March 31, 2015 ADD 59-days / No Change In Price	\$0.00
	TOTAL	+ \$13,622.00

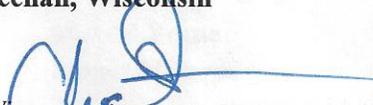
The Changes Result In The Following Adjustments:

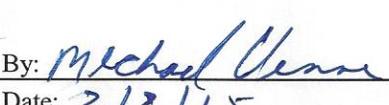
	CONTRACT PRICE	TIME
Prior To This Change Order	<u>\$857,953.00</u>	<u>01/31/15</u>
Adjustments Per This Change Order	<u>+ \$13,622.00</u>	<u>+ 59</u> days
Current Contract Status	<u>\$871,575.00</u>	<u>03/31/15</u>

Recommended:
McMAHON
Neenah, Wisconsin

Accepted:
J.F. AHERN CO.
Fond du Lac, Wisconsin

Authorized:
CITY OF PORTAGE
Wisconsin

By: 
Date: 1-30-15

By: 
Date: 2/2/15

By: _____
Date: _____

- OWNER Copy
- CONTRACTOR Copy
- ENGINEER Copy (Contract Copy)
- FILE COPY

Four Copies Should Accompany This Change Order
Execute And Return To ENGINEER For Distribution

McMAHON

ENGINEERS ARCHITECTS



February 4, 2015

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

Re: City Of Portage, Wisconsin
Wastewater Treatment Facility
Digester Mixing & Building Improvements
Change Order #2 - J.F. Ahern Co.
McM. No. P0012-930555.06

Enclosed herewith is Change Order #2 for the above referenced project. This change is an increase to the Contract in the amount of + \$13,622.00.

Additionally, this Change Order includes an additional extension to the date of Final Completion by 59-days to **March 31, 2015**. The current Contract Price is \$871,575.00.

Please review and sign in the space provided. **Return all copies to our office**, and we will distribute accordingly.

Should you have any questions, please contact our office at your convenience.

Very truly yours,

McMAHON

A handwritten signature in blue ink, appearing to be "Chad T. Olsen", written over a horizontal line.

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

CTO:smdt

Enclosure: Change Order #1

**City of Portage
Municipal Services and Utilities Committee Meeting
Monday March 23, 2015, 5:30 p.m.
Municipal Building, 115 West Pleasant Street, Conference Room One
Minutes**

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

Others Present: Robert Redelings, Public Works Director; Shawn Murphy, City Administrator; Erin Salmon, Engineer Technician; Tammy O'Leary; Public Works Secretary; Bill Welch; CATV.

1. Roll Call

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

2. Approval of meeting minutes from previous meeting from 3/12/15.

**Motion by Dodd second by Hamburg to approve minutes from March 12, 2015.
Roll call 5-0 Passed.**

3. Discussion and possible action on 2015 street and utility project.

Director Redelings gave a recap of budget constraints along with two options to bring projects back on track; the options include Change Order 1A and Change Order 1B. Redelings stated that the changes will need to come from only street projects and a decision needs to be made to take to Council. Change Order 1A which would reschedule chip sealing to 2016, reallocate revolving sidewalk and reschedule 3 alley resurfacing projects to 2016. Change Order 1B would be keeping all the other 2015 Capital projects intact, but eliminating E. Albert St. from East of Hamilton St.

Administrator Murphy indicated that if we proceed with Change Order 1A, the project would still be over budget by \$25,000.

Kutzke inquired about changing other projects in different categories for the additional money. Dodd stated that the changes must come within the Ptaschinski Contract. The changes need to be made in like types of work which means only street projects because of the borrowing and bonding process.

Motion by Hamburg to accept Change Order 1B to the original contract for Ptaschinski Construction, second by Monfort.

Dodd was concerned with keeping sidewalk on the north side of E. Slifer street from Hamilton St. to the south side of Grothman's property in the contract; he

recommended not installing the sidewalk because the other side of E. Slifer St. will have sidewalk.

Hamburg rescinded motion to accept Change Order 1B to the original contract for Ptaschinski Construction contract, second by Monfort.

Motion by Hamburg to accept Change Order 1B with the deletion of the sidewalk on the north side of E. Slifer St. from Hamilton Street to the Learning Tree second by Monfort.

Roll Call. Passed Unanimously 5-0.

5. Adjournment

**Move to adjourn at 6:07 p.m. by Dodd and second by Monfort.
Roll call. Passed 5-0.**

Prepared by Tammy O'Leary, Public Works Secretary.

CITY OF PORTAGE

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



"Where the North Begins"

Change Order 1C

Subject: 2015 Street and Utility Project

Date: 3/23/2015

Ptaschinski Construction's original contract amount: \$1,450,754.59.

The Contract amount would decrease by \$256,957.20

The adjustment is due to:

1. An increase of \$23,640 for imported crushed aggregate.
 - a. Hamilton St.. – 3,940 Ton x an additional \$6/Ton = \$23,640.00
2. An increase of \$9,750 for additional sidewalk on East Slifer Street
 - a. 4" and 6" Concrete Sidewalk - \$6/SF x an additional 1,625 SF = \$9,750
3. A decrease of \$1,525 for Adjust valve box in lieu of a replacement cost.
 - a. E. Albert St. – 7 EA x \$100/EA = a credit of \$700
 - b. Hamilton St. - 11 EA x \$75/EA = a credit of \$825
4. A decrease of \$288,822.20 for deleting a portion of the E. Albert St. project, East of Hamilton St.

The adjusted overall contract amount after change order would be \$1,193,797.39

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

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

Also Present: Manager, Dan Kremer, Leslie Hawkinson and Cody Mayne.

1. Roll Call

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

2. Approval of minutes of February 10, 2015 meeting

Motion was made by Charles and seconded by Maass to approve the minutes, as submitted, from the February 10th, 2015 meeting. The motion carried 4-0. Kreckman abstained.

3. Discussion and possible action on Musky Club Memorial Bench for Silver Lake Beach.

Kremer presented photos and a proposal of a second memorial bench to be donated to the Park and Recreation Department from the Portage Musky Club that is in the process of decommissioning. With funds still left in their accounts, the club would like to donate a matching memorial bench to be placed on the east side of Silver Lake on the larger green space area near the service ramp. After a brief discussion on the bench style and board policy, a motion was made by Maass to approve the donation by the Musky Club of the memorial bench to be placed on the east side of Silver Lake in the green space near the service ramp for the weed harvester and was seconded by Messer. The motion carried 5 - 0.

4. Discussion and possible recommendation on agreement with Portage Youth Fast Pitch Association.

Kremer stated he had met with Mark Witt to gather the needs of the Portage Youth Fast Pitch Association regarding their use of Veteran's Memorial Fields. Kremer explained the terms of the agreement followed by a motion by Maass to recommend approval of the agreement with the Portage Youth Fast Pitch Association and seconded by Charles. A discussion followed regarding the wording of the time span of 'one year' within the agreement. Maass then amended her motion to state to recommend approval of the agreement with the Portage Youth Fast Pitch Association with the change of 'one season' stated under the first whereas and

throughout the rest of the agreement. Amended second by Charles. The motion carried 5 – 0.

5. Discussion and possible recommendation on agreement with Baraboo Area Lacrosse.

Kremer began the discussion stating he and Cody Mayne, Portage teacher and representative of the Baraboo Area Lacrosse organization, have been discussing the possibilities of bringing Lacrosse to Portage. Sanborn Park was suggested as a once a week playing field since the open space suggested it formally held a baseball field. Kremer explained the terms of the agreement, noting the wording would need to be changed to reflect ‘one season’ throughout the agreement instead of a term of one year as previously discussed under point 4. A discussion followed about possible opposition to an activity being held at the park by the neighborhood. Mayne responded to inquiries and stated there were about 25 Portage residents participating in this activity between varsity and junior varsity teams. Charles made a motion to accept the Baraboo Area Lacrosse Association agreement with the changes of where it states ‘one year’ to read ‘one season’. Second, with the changes, by Messer. The motion carried 5 – 0.

6. Discussion and possible action on renting procedure of Silver Lake Beach and Riverside Park Shelters.

Manager Kremer reported that the Concerts in the Park have no future plans to meet at Riverside Park, and since the Welcome Center will be staying at its current location, it affords the opportunity to open Riverside Park for rentals. It was noted that various groups have been occasionally using the shelter for fundraising with no difficulty with traffic. Silver Lake Beach Shelter is another facility currently used as ‘first come’ availability and not secured with a rental fee. Both shelters have the potential for untapped revenue and possibly a premium fee should be attached. After discussion, the premium rental fee would be addressed when all the park fees are reviewed to allow the shelters a swift addition to the park rental list. Charles made a motion to include the Silver Lake Beach and Riverside Park shelters to be put on the shelter rental list and to bring back the fees at a later date. Second by Maass. The motion carried 5 – 0.

7. Discussion on Intergovernmental Agreement between the City and Portage School District for Varsity Soccer field at Veterans Memorial Fields.

Kremer stated this agreement is a continued partnership between the City and the School District and asked the board for any feedback they may have, but that this presentation was mostly information based due to the School Board having already agreed to the terms. Kremer stated that the School District asked to move up the

plans for the Varsity Soccer Field by 2 – 3 years. Kremer proceeded to explain the logistics of the updated plan and a discussion followed. Motion was made by Charles to accept the Intergovernmental Agreement between the City and Portage School District for a Varsity Soccer field at Veterans Memorial Fields. Second by Maass. The motion carried 5 - 0.

8. Old Business Update(s)

Manager Kremer discussed this update:

Silver Lake Beach Swim Area Retaining Wall

Kremer reminded that the budgeted amount for this project was \$11,000. Eight bids were received and has been awarded to Interstate Enterprises LLC of Portage with a bid of \$5,676. Work is expected to be finished Mid-April and before the beach opens. The wall will be 110 feet long and 26 inches high and will include matching split face blocks, wash stone, top soil and seeding to the beach and land area.

9. Manager Kremer's Report

Kremer reported that work has begun on the Lawton shelter. The old shelter has been demolished and hauled away with the water and sewer lateral lines being currently worked on. Concrete is expected to be poured by mid-March. Contractors will begin to concurrently work on Goodyear bathrooms. The projected date for both buildings to be completed is July 1st; Spring-Summer brochures are nearly finished and should be available for distribution within the next few weeks. Examples will be provided at the next meeting; The Community pool will be closed beginning March 23rd through April 26th for facility maintenance. Spring swim lessons are ending this weekend and the department will use that time to resupply first aid needs and get ready for summer lessons; Earth Day is being planned for April 22nd and partnered with Renewal Unlimited and the Portage Pride organization. Clean up and painting is being planned for Sunset Park, Sanborn Park and flower boxes at the Portage Public Library.

10. Adjournment

Zirbes asked all in favor to adjourn say Aye. Motion Passed. Meeting adjourned at 7:15 pm.

Respectfully submitted, Leslie Hawkinson, Park & Recreation Department

Agreement with Portage Girls Youth Fast Pitch Softball
For the use of
Veteran's Memorial Fields
T-ball Fields

THIS AGREEMENT made this ____ day of _____, 2015 by and between the City of Portage WI, a municipal corporation located In Columbia County, (hereinafter referred to as "the City") and Portage Girls Youth Fast Pitch Softball, a non-profit charitable, community service chapter organized under IRS Section 501©(3) and registered as a Wisconsin Non-stock corporation under the Portage Greater Youth Foundation, (hereinafter referred to as "the Renter").

WHEREAS, THE City owns property and facilities known as Veterans Memorial Fields and is desirous of providing the t-ball facility for the Renter to hold their events for (1) ~~one year~~ **one season**; and

WHEREAS, the initial term of this agreement shall begin on the agreement date above and end on July 15th, 2015. Either party may terminate the agreement by providing written notice to the other with a (30) thirty day notice of termination, 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.

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

1. This Agreement shall be for one (1) year, beginning on the date the Agreement was executed and end on July 15th, 2015. Either party to this Agreement may terminate the agreement prior to July 15th, 2015 by providing written notice to the other party at least (30) thirty days prior to termination. The renter will provide written notice to the City, at the earliest possible date of specific dates needed for the use of the facilities & grounds (Dates of Use). The City shall review and approve the Dates of Use no later than April 15 of each year of the Agreement. Renter shall not be permitted to use fields on Monday and Wednesday evenings from 3 pm – 7 pm (May 15 – June 30) of each agreement year. The City reserves the right to modify the Dates of Use if weather conditions, grounds and facilities conditions, construction activities or similar conditions exist that may interfere with the safe use and full enjoyment of the Bruce A. Smith Little League Complex. Such City approval/modification shall be mutually agreeable.
2. During the Dates of Use the Renter shall have exclusive use of Veteran's Memorial Fields t-ball facility and surrounding green space. The renter shall be allowed to utilize overhead lights on both fields as needed.

3. At all other times the City shall have exclusive control of the Veteran's Memorial Fields t-ball fields and shall use it as it deems appropriate.
4. The Renter will pay the City a facility usage fee of \$15.00 per participant no later than (10) ten days prior to agreement end date.
5. The City will drag ball fields each day during rental period. If lines are requested, the City will invoice the Renter for all costs associated with line painting (labor and materials).
6. The Renter, at no time may alter any of the buildings and grounds at the complex, without written permission from the City. Such permission will not be unreasonably denied. Written request may come via email from board president(s) or via letter to Park and Rec office.
7. The City and the Renter further acknowledge that there are many issues, including but not limited to the provision of insurance, and in-kind services that will be subject to regular discussion, agreement and approvals so that the Renter will have successful event(s) for the Renter and the City.
8. The Renter shall provide the City of Portage a Certificate of Insurance no later than April 1st each year of the Agreement with the City listed as an additional insured for the following minimum coverage limits.

General Liability (per occurrence):	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products-Completed Operations Aggregate:	\$1,000,000
Damage to Premises Rented:	\$ 250,000
Medical Expense:	\$ 10,000
General Aggregate:	\$2,000,000

A copy of the Certificate of Insurance issued by the Renter's Insurance Provider is attached and made part of this Agreement. The Renter shall annually provide a replacement Certificate of Insurance no later than 10 days from the expiration date of the previous Certificate for the duration of this Agreement.

9. The City and the Renter shall walk through the grounds and sign a pre-event review of the grounds, which shall include photographs of the condition prior to Renter's use. This review shall be used for comparison for the post event walk through of the grounds to determine if any damage occurred, caused directly by misuse of the Renter above and beyond normal wear and tear. The City shall notify the Renter within 7 days from the walk through of any damage or other conditions observed and grant the Renter an opportunity to repair or otherwise resolve the unsatisfactory conditions. If the Renter is unable to resolve said damages, the City will fix issues and invoice the Renter for any such repairs.

10. The Renter has the right to appeal, in writing, this decision within 14 calendar days. Such appeal request shall be heard by the Parks and Recreation Board at the next regular scheduled meeting.

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

Dated this _____ day of January, 2015

Mayor

Portage Girls Youth Fast Pitch President

City Clerk

Agreement with Baraboo Area La Crosse Association
For the use of
Sanborn Park

THIS AGREEMENT made this ____ day of ____, 2015 by and between the City of Portage WI, a municipal corporation located In Columbia County, (hereinafter referred to as “the City”) and the Baraboo Area La Crosse Association, a non-profit charitable, community service chapter organized under IRS Section 501©(3) (hereinafter referred to as “the Renter”).

WHEREAS, THE City owns property and facilities known as Sanborn Park and is desirous of providing the facility for the Renter to hold their events for (1) ~~year~~ ~~season~~., and

WHEREAS, the initial term of this agreement shall begin on the agreement date above and end on September 1st, 2015. Either party may terminate the agreement by providing written notice to the other with a (30) thirty day termination notice.

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.

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

1. This Agreement shall be for one (1) year, beginning on the date the Agreement was executed and end on September 1, 2015. Either party to this Agreement may terminate the agreement prior to September 1, 2015 by providing written notice to the other party at least (30) days prior to termination. Such early termination shall not relieve the either party from their respective obligations as stated within this agreement unless mutually agreed in writing. The City shall review and approve the Dates of Use no later than April 1 of each year of the Agreement. The City reserves the right to modify the Dates of Use if weather conditions, grounds and facilities conditions, construction activities or similar conditions exist that may interfere with the safe use and full enjoyment of Sanborn Park. Such City approval/modification shall be mutually agreeable.
2. During the Dates of Use the Renter shall have exclusive use of Sanborn Park; including the surrounding green space to hold their events. The Renter shall be responsible for all costs associated with the operation of their events.
3. At all other times the City shall have exclusive control of Sanborn Park and shall use it as it deems appropriate.

4. The City agrees to waive usage fee of \$15.00 per participant for this agreement term as a sign of support for the program's inaugural year in Portage. Usage fee will be negotiated for succeeding agreements.
5. The Renter, at no time may alter any of the buildings and grounds at the park, without written permission from the City. Such permission will not be unreasonably denied. Written request may come via email from board president(s) or via letter to Park and Rec office.
6. The City shall be solely responsible for the maintenance, upkeep and repair of the buildings and grounds at Sanborn Park with the exception that the Renter shall be responsible for playing field preparation (line marking and field marking). The City will provide lawn mowing on its regular rotation for the park. Any new items requested by the renter must be approved by the City prior to installation. The grounds cannot be altered at any time by the Renter without approval by the City and shall be returned in the condition that it was prior granted to the Renter's use.
7. The City and the Renter further acknowledge that there are many issues, including but not limited to the provision of insurance, and in-kind services that will be subject to regular discussion, agreement and approvals so that the Renter will have successful event(s) for the Renter and the City.
8. The Renter shall provide the City of Portage a Certificate of Insurance no later than April 1st each year of the Agreement with the City listed as an additional insured for the following minimum coverage limits.

General Liability (per occurrence):	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products-Completed Operations Aggregate:	\$1,000,000
Damage to Premises Rented:	\$ 250,000
Medical Expense:	\$ 10,000
General Aggregate:	\$2,000,000

A copy of the Certificate of Insurance issued by the Renter's Insurance Provider is attached and made part of this Agreement.

9. The City and the Renter shall walk through the grounds and sign a pre-event review of the grounds, which shall include photographs of the condition prior to Renter's use. This review shall be used for comparison for the post event walk through of the grounds to determine if any damage occurred, caused directly by misuse of the Renter above and beyond normal wear and tear. The City shall notify the Renter within 7 days from the walk through of any damage or other conditions observed and grant the Renter an opportunity to repair or otherwise resolve the unsatisfactory conditions. If the Renter is unable to resolve said damages, the City will fix issues and invoice the Renter for any such repairs.

10. The Renter has the right to appeal, in writing, this decision within 14 calendar days. Such appeal request shall be heard by the Parks and Recreation Board at the next regular scheduled meeting.

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

Dated this _____ day of March, 2015

Mayor

Baraboo Area La Crosse Association

City Clerk

DRAFT

INTERGOVERNMENTAL AGREEMENT
Between the City of Portage and the Portage Community School District
On the Development & Use of an Athletic Facility

This Intergovernmental 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 COMMUNITY 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 City owns and maintains the Veteran's Memorial Field Complex (VMFC), more commonly known as the "Fairgrounds" located in an area of the City bounded by Wauona Trail to the east, Morgan Street to the north, Superior Street to the west and Thompson Street to the south. In 2014, the City implemented a Master Plan for the redevelopment of VMFC; and

WHEREAS, the District has utilized and participated in the maintenance of a Soccer field located in front of the Grandstand area for hosting interscholastic soccer events which has been scheduled for relocation and replacement, pursuant to the City's Master Plan; and

WHEREAS, the process to relocate and construct the Soccer facility entails the relocation and construction of other facilities at VMFC and improvements to District facilities prior to moving the Soccer facility; and

WHEREAS, the City and District agree that the orderly implementation of the Master Plan which results in permanently locating District's soccer facilities at VMFC is beneficial to both entities and results in the establishment of a facility that will be reserved for Soccer use only and not intended for other uses that may result in the infringement upon and degradation of the playing surface. Therefore the City and District have entered into this Agreement specifying each party's responsibilities prior to the start of construction and subsequent responsibilities after construction is completed.

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. Provide to the City, reserved access to ball diamonds on District property for purposes of operating City sponsored adult softball league games during their regular seasons from May through August annually in 2016, 2017 and 2018. Generally, the City shall have exclusive use of the playing fields on Mondays and Tuesday evenings from 6:00 p.m. to 10:00 p.m. and on mutually agreed dates and times for practice on weekends. A specific schedule of games and practices will be mutually agreed to by separate arrangement between the Manager of Parks & Recreation for the City and the Athletic Director for the District for purposes of reserving the District's ball field facility. During these specified games, the District shall grant the City the right of exclusive use of the ball field facility for the adult softball league.
- B. Purchase, install and maintain Field lighting at the School District ball diamonds no later than May, 2016 for use by the City in the operation of the Adult Softball league. City shall reimburse District for Field Lighting utility expense associated with operation of lights during Adult Softball activities located on District ball diamonds.
- C. Purchase, install Field Lighting (subject to site plan review and approval by Park & Recreation Board) and restore disturbed areas at the relocated soccer facility constructed by the City in the area of Lawton & Siegel Fields and transfer ownership to the City upon completion and acceptance by the City. Such approved site plan for Field Lighting is attached as Exhibit A and made part of this Agreement.
- D. Be responsible for turf maintenance activities for soccer fields (including but not limited to: fertilizing, herbicide treatment, aeration, etc.) with the exception of those activities the City is responsible for under Section 2.E. The City shall be responsible for light fixture and pole maintenance and repair subsequent to completion and acceptance by the City. The District and City shall equally share in the cost for subsequent light fixture and pole replacement or upgrades.
- E. Be responsible for procurement and maintenance of equipment necessary to responsibly and safely locate soccer games at this location pursuant to District and Wisconsin Interscholastic Athletic Association requirements. These include, but are not limited to bleachers, public address systems, goals, field markings, etc. Any improvements resulting in seasonal or permanent structures shall require review and approval by City. Such review and approval shall not be unreasonably withheld.

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 de-construct existing ball diamonds, re-grade and re-seed area to create one Wisconsin Interscholastic Athletic Association regulation sized soccer facility

and one adjacent practice soccer facility in 2016. Said fields shall remain as constructed and not modified in size or location unless mutually agreed to in writing by the District and City.

- B. Provide and pay for casualty/property insurance and utility costs associated with field light operation the at newly constructed soccer field.
- C. Coordinate use of School District ball diamonds for City softball program so as not to interfere with school use and require participants in City sponsored events to indemnify school district from liability for their use of the ball diamonds. City will inform all participants in Adult Softball League program of Chap. 125.09(2) Wis. Stats., prohibiting possession of alcohol on school property and Chap. 120.12(20) Wis. Stats., prohibiting tobacco use on school premises and enforce same.
- D. During period City utilizes school district ball diamonds; City shall provide routine facility maintenance and repair any damage by use of said facilities. Pursuant to Section 1.A of this Agreement, City shall have exclusive use of the School's ball diamonds for the Adult Softball League Recreation Program. It is understood however, that the School District reserves the right with reasonable notification to request a modification to the schedule of use or cancellation of the City's use of the School District's ball diamond due to school sponsored athletic event, weather, vandalism or other conditions which render the playing surfaces unsafe to use in the sole opinion of the school district. Such request shall not unreasonably be denied by the City.
- E. Agree to irrigate and mow the relocated soccer fields and provide routine maintenance and repairs to the light fixtures and poles subsequent to completion and acceptance by the City. The District and City shall equally share in the cost for subsequent light fixture and pole replacement or upgrades.

3) FINANCIAL GUARANTEES. At the time of the execution of this Agreement, the District and the City agree to waive performance and financial security measures to insure the fulfillment of each other's commitments as outlined in Sections 1 and 2 of this Agreement.

4) ABSOLUTE OBLIGATION/INDEMNIFICATION. Except as expressly stated herein, the obligations of the City and 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 for purposes of the School's permission to the City for the City's use of the ball diamonds, the City, its employees, representatives, agents and assigns, shall indemnify, hold harmless and defend the School, 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 use of the School's ball diamonds for purposes of participating in the Adult Softball Recreation Program, to the extent of any act or omission, whether intentional or unintentional, of the District, its agents, employees, partners, tenants, contractors, subcontractors or invitees.

During the term of this Agreement for purposes of installing the Field Lights at relocated soccer field, 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 of the Field Lights, to the extent caused by any act or omission of the District, its agents, employees, partners, tenants, contractors, subcontractors or invitees.

- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.

9) 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.

10) 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

11) 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.

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

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

14) 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.

15) CONTRACTORS ENGAGED BY DISTRICT.

A. Notification. Prior to the commencement of construction of construction of the Field Lights, the District shall furnish to the Manager of Parks & Recreation the names of all contractors and subcontractors, together with a classification of the work performed by each.

B. Indemnity. The District shall require all contractors engaged in the construction of the Field Lights to indemnify and hold the City, 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 Field Lights. 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.

16) CONSTRUCTION RELATED ACTIVITIES. In connection with the construction of the Field Lights, it is hereby agreed as follows:

A. Scheduling. The District agrees that no work shall be scheduled for construction of the Field Lights without the City's approval of the starting date(s) and construction schedule.

- B. Costs. The District further agrees that the City shall not be responsible for any costs or charges related to the construction of the Field Lights, except those specifically enumerated herein; and that the District is responsible for all such costs, except as otherwise expressly provided for herein.
- C. Construction Related Activities. The construction of the Field Lights shall be completed by a mutually agreed upon date. The District shall retain the services of an electrical contractor or similarly certified contractor to design and install the field lighting in compliance with all relevant building, electric and fire codes in place at the date of the installation. The City shall have the right to inspect the construction of the Field Lighting as and when they are completed. The District shall provide at least ten (10) days prior written notice to the City and its Manager of Parks & Recreation prior to commencement of actual construction of the Field Lights. 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 Field Lights. Upon completion of the field lighting installation and acceptance of the same by the City, ownership and control shall be turned over without any restrictions to the City, free and clear of all liens and encumbrances.
- D. Guarantee. The District agrees to guarantee and warrant all work performed under this Agreement with respect to the Field Lights for a period of one (1) year from the date of final written acceptance by the City, 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 Field Lights, 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.
- E. 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.

17) 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, (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 Field Lights. 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 also require contractors engaged in the construction of the Field to maintain a current certificate of insurance on file with the City. The Contractor(s) so engaged should be required to furnish comprehensive general liability insurance of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident. The City shall be named as additional insureds under the aforesaid comprehensive general liability policy.

18) SPECIFICATIONS FOR FIELD LIGHTS. The District agrees to install the Field Lights as specified in Exhibit A of this Agreement in strict accordance with the plans and specifications approved by the City and subject to the following further conditions:

- A. The installation of the Field Lights 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 Field Lights have been finally accepted by the City, such grading, erosion control and barricades as may be required by the City to insure the integrity and safety of the worksite(s).
- C. Such Field lighting shall conform to the illumination levels as stated in Section 90-119 of the Zoning Code.

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

EXHIBIT A

Plans and Specifications for Installation of Field Lights

**City of Portage
Plan Commission Meeting
Monday, March 16, 2015, 7:05 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, Carolyn Hamre, Brian Zirbes, and Mike Charles

Members excused: Peter Tofson

Others present: Michael Mueller, Carol Mueller, Gerald Spears, Tammy Medina, Mikayla Spears, Tara Spears, Mark Hahn, Jim Grothman, Director Sobiek, Administrator Murphy, Bill Welsh and Craig Sauer

Public Hearing – 6:55 pm

To consider a zoning amendment from A-1 Agricultural to B1 Neighborhood Business for Michael Mueller on parcel 102 at 1425 and 1429 State Rd 33, Portage, Wisconsin.

Mayor Tierney read the Public Notice aloud and noted it had been legally published. Redelings provided the staff report.

Mayor Tierney asked if there was anyone present who wished to speak in favor of the petition. Michael Mueller and Carol Mueller (1429 STH 33 East) said they were in favor. Mayor Tierney asked for a second time if there was anyone present who wished to speak in favor of the petition. Gerald Spears (1133 Wauona Trail) said he was in support. Mayor Tierney asked for a third and final time if there was anyone present who wished to speak in favor of the petition.

Hearing none, he asked 3 times if there was anyone present who wished to speak in opposition to the petition. Hearing none, he declared the public hearing closed at 7:02 p.m.

Public Hearing- 7:00 p.m.

To consider a zoning amendment from R1 Single Family to B1 Neighborhood Business for Gerald Spears on parcels 2789, 2790 and 2791 at 101 Hiawatha Ave, Portage, Wisconsin.

Mayor Tierney read the Public Notice aloud and noted it had been legally published. Redelings provided the staff report.

Mayor Tierney asked if there was anyone present who wished to speak in favor of the petition. Gerald Spears (1133 Wauona Trail) said he was in support and had an accepted offer on the church building. Mayor Tierney asked for a second time if there was anyone present who wished to speak in favor of the petition.

Mayor Tierney asked for a third and final time if there was anyone present who wished to speak in favor of the petition.

Hearing none, he asked if there was anyone present who wished to speak in opposition to the petition. Mark Hahn said he wasn't necessarily opposed to the petition but had concerns about the traffic. There have been issues with southbound traffic on New Pinery Rd. turning left onto Hiawatha Ave. There are also congestion problems with school traffic. Mayor Tierney asked for the second and third times if there was anyone present who wished to speak in opposition to the petition. Hearing none, he declared the public hearing closed at 7:08 p.m.

Regular Meeting – 7:05 pm

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

Motion by Charles, second by Zirbes to approve the minutes. Motion passed 4 to 0 with Hamre and Tierney abstaining.

- 3. Discussion and possible action on granting a zoning amendment from A-1 Agricultural to B1 Neighborhood Business for Michael Mueller on parcel 102 at 1425 and 1429 State Rd 33, Portage, Wisconsin.**

Ms. Mueller inquired as to whether the B1 zoning would permit the current use on the property. Redelings said that B4 with a conditional use would be required.

Zirbes expressed several concerns with the zoning amendment. He indicated that vehicle repair service may be more appropriate in an industrial zone. He also indicated there are currently 2 land uses on this parcel because this is also the location of the residence. Lastly, the parcel appears to be mapped incorrectly - it appears 2 vacated streets aren't shown correctly.

Charles said that a B4 designation would be more appropriate than the requested B1 zoning.

Mayor Tierney suggested not taking any action at this time and for staff to reach out to the Muellers and assist them thru the process of resolving the issues. No action taken.

- 4. Discussion and possible action on granting a zoning amendment from R1 Single Family to B1 Neighborhood Business for Gerald Spears on parcels 2789, 2790 and 2791 at 101 Hiawatha Ave, Portage, Wisconsin.**

Zirbes agreed with the previous comments regarding traffic and noted that traffic generated by a business would be on a different schedule than that of the church. Mr. Spears said there's an offer by Wisconsin River Title Company to purchase the church property.

Mayor Tierney said the present traffic concerns need to be examined. Charles said there's currently legislation being considered to add a stop sign on Hiawatha at Winnebago.

Redelings inquired as to any traffic projections for the business and Mr. Spears said there weren't. Zirbes suggested Friday's would generate the most traffic with real estate closings. He suggested no left turns during certain periods may have merit.

Motion by Redelings, second by Hamre to recommend approval of the zoning amendment and to recommend the Municipal Services Committee have a traffic study performed for the area. Motion passed 6 to 0 on call of the roll.

5. Discussion and possible action on a CSM for Gerald Spears for parcels 2789, 2790 and 2791 at Hiawatha Ave, Portage, Wisconsin.

Mr. Grothman presented the CSM and noted that with the 2 lot CSM, the lot lines from the previous 6 lots would no longer exist. Charles inquired about the setbacks and Mr. Grothman said the 11' separation meets the 10' criteria.

Hamre inquired as to whether this would permit another business on Lot 1 and Mr. Grothman confirmed it would. Hamre asked if it was feasible to create just one parcel and was told it's possible.

Mr. Spears said there isn't an offer on Lot 1, where the parking lot is, and there aren't any plans to do anything at this time. It was Lot 2 that needed the zoning changed.

Zirbes inquired as to whether New Pinery was access controlled to not allow a driveway. Redelings said he didn't know about the DOT requirement, but Plan Commission would have review authority for any proposed site plan.

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

6. Discussion and possible action on a Final Plat (Pate's Place) for Portage Community School District (PCSD) for a 5 lot subdivision on the north side of School Road.

Mr. Grothman presented the Final Plat and mentioned the review comments from the Preliminary Plat have all been addressed.

Additionally, a 12' utility easement was provided along School Road at the request of Alliant.

Redelings mentioned that an approved grading plan was also submitted by GEC.

Motion by Charles, second by Bauman to recommend approval of the Final Plat. Motion passed 6 to 0 on call of the roll.

7. Discussion and possible action on reversionary deed transfers of city-owned tax parcels 282 and 298 to Columbia County for on-site parking lots to service their "Gateway" building project.

Administrator Murphy indicated it's the Council's desire to work with Columbia County on their Gateway project. These City parcels will be used by the County for off-street parking. Parcel 282 is currently a parking lot and Parcel 298 is a vacant parcel.

Motion by Redelings, second by Charles to recommend the deed transfers. Motion passed 5 to 0 with Zirbes abstaining.

8. Adjournment

Motion by Charles, second by Bauman to adjourn. Motion passed 6 to 0 on call of the roll. The meeting concluded at 7:50 p.m.

Respectfully submitted,

Robert G. Redelings, Public Works Director

Document Number

QUIT CLAIM DEED

City of Portage, a municipal corporation located in Columbia County,
 Wisconsin, quit claims to Columbia County, Wisconsin, a political
 subdivision of the State of Wisconsin, the following described real estate
 in Columbia County, Wisconsin:

Recording Area
 Name and Return Address

11-271-282 and
 11-271-298
 (Parcel Identification
 Number)

SEE ATTACHED APPENDIX A FOR LEGAL DESCRIPTION

This is not homestead property.

Dated this _____ day of _____, 2015.

 *

 *

CITY OF PORTAGE

BY: _____
 * W.F. "Bill" TIERNEY, Mayor

BY: _____
 * MARIE A. MOE, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
 COUNTY OF COLUMBIA)

Personally came before me this _____ day of _____
 _____, 2015, the above named W.F. "Bill"
 Tierney, Mayor and Marie A. Moe, City Clerk of the above named
 municipal corporation, to me known to be the persons who
 executed the foregoing instrument, and to me known to be such
 Mayor and City Clerk of said municipal corporation, and
 acknowledge that they executed the foregoing instrument as such
 officer as the deed of said corporation, by its authority.

 signature
 type or print name _____
 Notary Public, Columbia County, WI
 My commission is permanent. (If not, state expiration
 date: _____, 20____.)
 Names of persons signing in any capacity should be typed or
 printed below their signatures

AUTHENTICATION

Signature(s) _____

authenticated this ____ day of _____, 20__.

 signature

 type or print name

TITLE: MEMBER STATE BAR OF WISCONSIN
 (If not, _____
 authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
 ATTORNEY JOHN R. MILLER
 P.O. Box 200, Portage, WI 53901
 (Our File No. 33,927R(3))

**APPENDIX A TO QUIT CLAIM DEED
CITY OF PORTAGE/COLUMBIA COUNTY**

LEGAL DESCRIPTIONS:

Parcel 1: Lot One (1) and the Northerly Half (1/2) of Lot Two (2), Block 139, Webb and Bronson's Plat of the Town of Fort Winnebago, now in the City of Portage, Columbia County, Wisconsin.

Tax Parcel # 11-271-282

Parcel 2: Lot Fourteen (14) Block (139), Webb and Bronson's Plat of the Town of Fort Winnebago, now in the City of Portage, Columbia County, Wisconsin.

Tax Parcel # 11-271-298

RESERVATION OF CONDITIONAL REVERSIONARY RIGHTS:

This conveyance to Columbia County (hereinafter the "County") is subject to the following conditional reversionary rights being reserved by Grantor, City of Portage (hereinafter the "City"):

The foregoing parcels are to be used by Columbia County as a parking lot to serve county facilities to be located near the Portage Canal or for other public purposes but title shall be subject to the conditional reversionary rights provided for herein. If Columbia County determines that it no longer needs all, or a portion, of the foregoing parcels for any public purpose, it shall provide a written Notice to the City of the parcel or portion that it no longer needs and the City shall then be entitled to exercise its reversionary rights as to the real estate covered in that Notice.

Upon receipt of such Notice, the City shall promptly notify the County whether it elects to accept the reversion of title or waives such reversionary rights. If it elects to accept such reversion of title, then the County shall provide a quit claim deed to the City covering the real estate set forth in its Notice, pursuant to this reversionary provision. If it waives such reversionary rights, the City shall then provide a duly executed Waiver of its reversionary rights to the County, in recordable form, covering the real estate set forth in the County's Notice.

ACCEPTANCE

Columbia County, the Grantee herein, accepts the foregoing deed and agrees to the terms of the conditional reversionary rights being reserved by the City of Portage under the foregoing deed.

COLUMBIA COUNTY

BY: _____
VERN E. GOVE, County Board Chair

ACKNOWLEDGMENT

**STATE OF WISCONSIN)
 (SS
COUNTY OF COLUMBIA)**

Personally came before me this ____ day of _____, 2015, the above named Vern E. Gove, County Board Chair, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Signature
Type or print name _____
Notary Public, Columbia County, Wisconsin
My Commission: _____

Tax Parcel Map



ORDINANCE NO. 15-005
ORDINANCE RELATIVE TO SOLID WASTE

Chapter 62, Article II - Collection Disposal

The following sections of this Article shall be amended to read as follows:

Sec. 62-32. - Definitions.

Commercial solid waste means the waste in the city generated by a, businesses, retail or wholesale businesses, hotels, motels, service or professional offices, but excluding multi-family, mobile home parks, residential units and dwellings.

Mobile home park means any parcel or parcels upon which 3 or more manufactured homes or mobile homes, occupied for dwelling or sleeping purposes, are located, regardless of whether a charge is made for the accommodation.

Multi-family means any structure with five or more residential units.

Sec. 62-35. - Collection of refuse and recyclables.

(a) *Limitations on collection.* Only solid waste and recyclables from residential units will be collected. No recyclables shall be collected from commercial properties. Refuse collection for all commercial locations shall be provided pursuant to 62-35(f). The city shall collect no solid waste or recyclables from any mobile home park, industrial or multi-family use. If, at any time, a commercial establishment declines to participate in the City refuse collection program or no solid waste are placed for collection at any such commercial establishments for a period of 30 days consecutive or longer, collection of solid waste shall be discontinued permanently from that establishment. This shall not preclude a different, successor commercial establishment from requesting garbage collection at that location.

(f) *Garbage and refuse collection schedule.*

(2) The refuse collection schedule shall provide one collection per week for all residential locations, except as limited by the public works director. As of July 1, 2015, refuse collection from approved containers, purchased by the owner from the City for such cost as specified in the fee schedule, for commercial establishments shall be provided on a bi-weekly basis to those establishments in which the owner requested service in writing. As of January 1, 2016, refuse collection from approved containers, purchased by the owner from the City for such cost as specified in the fee schedule, for commercial establishments shall be provided on a weekly basis to those locations in which the owner requested service in writing,

Sec. 62-39. - Prohibited activities and noncollectable materials.

- (i) *Noncollectible materials.* It shall be unlawful for any person to place for collection any of the following wastes:
- (1) Hazardous waste;
 - (2) Toxic waste;
 - (3) Chemicals;
 - (4) Explosives or ammunition;
 - (5) Drain or waste oil or flammable liquids;
 - (6) Liquid paint;
 - (7) Inoperable vehicles;
 - (8) Fluorescent bulbs;
 - (9) Bulky or oversized waste, including major appliances and televisions;
 - (10) Tires;
 - (11) Lead acid batteries.
 - (12) Industrial Waste which is defined under Chap. 299.01(7), Wis. Stats
 - (13) Electronic waste as defined under Chap 287.17, Wis. Stats.

All other sections shall remain as previous adopted. This Ordinance shall take effect upon passage and publication thereof.

Passed this _____th day of _____, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

First and second readings:
Published:

Ordinance requested by:
Legislative and Regulatory Committee

ORDINANCE NO. 15-006

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, on March 16, 2015, the Plan Commission held a public hearing on a request to amend the zoning map from R1 Single Family to B1 Neighborhood Business by request of Gerald Spears for Parcels 11271-2789, 2790 and 2791 at 101 Hiawatha Avenue and recommended to approve same.

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

(11271-) <u>Parcel ID</u>	<u>Address</u>	<u>Current Zoning</u>	<u>Proposed Zoning</u>
2789	101 Hiawatha Ave	R1	B1
2790	101 Hiawatha Ave	R1	B1
2791	101 Hiawatha Ave	R1	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:
Published:

Ordinance requested by:
Plan Commission

RESOLUTION NO. 15-021

RESOLUTION AWARDING THE SALE OF \$3,675,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2015A

WHEREAS, on February 26, 2015, the Common Council of the City of Portage, Columbia County, Wisconsin (the "City") adopted initial resolutions authorizing the issuance of general obligation bonds in the following amounts and for the following public purposes: \$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 acquisition of fire department equipment (collectively, the "Initial Resolutions");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolutions, the City Clerk caused a notice to electors to be published in the Portage Daily Register, stating the purpose and maximum principal amount of the bond issues authorized by the Initial Resolutions and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issues authorized by the Initial Resolutions;

WHEREAS, to date, no petition for referendum has been filed with the City Clerk, and the time to file such a petition shall expire on March 30, 2015;

WHEREAS, on February 26, 2015, the Common Council of the City also adopted a resolution entitled: "Resolution Providing for the Sale of \$3,675,000 General Obligation Corporate Purpose Bonds", providing that the general obligation bond issues authorized by the Initial Resolutions be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds" (the "Bonds") for the purpose of paying the cost of the projects described in the Initial Resolutions (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is 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;

WHEREAS, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on March 26, 2015;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on March 26, 2015;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

[WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of \$3,675,000.]

[WHEREAS, the Common Council now deems it to be necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of \$3,675,000 for the following purposes and in the following principal 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 acquisition of fire department equipment.]

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

Section 1A. Ratification of the Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Award of the Bonds. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal is hereby accepted (subject to the condition that no valid petition for a referendum is filed by March 30, 2015 in connection with any of the Initial Resolutions). The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer until the closing of the bond issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2015A"; shall be issued in the aggregate

principal amount of \$3,675,000; shall be dated April 16, 2015; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2016. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on April 1, 2024 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on April 1, 2023 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2015 through 2034 for the payments due in the years 2016 through 2035 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$3,675,000 General Obligation Corporate Purpose Bonds, Series 2015A, dated April 16, 2015" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt

Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of

the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by [_____, _____, _____, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes] **OR** [the City Clerk or City Treasurer] (the "Fiscal Agent"). [The Fiscal Agency Agreement between the City and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit F and incorporated herein by this reference.]

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All

such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence

of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. 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 March 26, 2015.

W.F. Tierney
Mayor

ATTEST:

Marie A. Moe
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

Preliminary

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

Preliminary

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

Preliminary

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

Preliminary

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

Preliminary

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on April 1, _____, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	COLUMBIA COUNTY	
NO. R-____	CITY OF PORTAGE	\$_____
GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2015A		

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, _____	April 16, 2015	_____ %	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Portage, Columbia County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2016 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by

[_____ , _____ , _____] OR [the City Clerk or City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$3,675,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the following public purposes: \$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 acquisition of fire department equipment, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on February 26, 2015 and March 26, 2015. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on April 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 2023 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____, _____ and _____ are subject to mandatory redemption by lot as provided in the resolution authorizing the Bonds at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has

been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

[This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Portage, Columbia County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF PORTAGE,
COLUMBIA COUNTY, WISCONSIN

By: _____
W.F. Tierney
Mayor

(SEAL)

By: _____
Marie A. Moe
City Clerk

Preliminary

[Date of Authentication: _____, 2015

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of the City of Portage, Wisconsin.

_____,
_____, _____

By _____
Authorized Signatory]

Preliminary

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT F

Fiscal Agency Agreement

(See Attached)

Preliminary

RESOLUTION NO. 15-022

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$855,000 WATER SYSTEM REVENUE BONDS, SERIES 2015B OF THE CITY OF PORTAGE, COLUMBIA COUNTY, WISCONSIN, AND PROVIDING FOR THE PAYMENT OF THE BONDS AND OTHER DETAILS WITH RESPECT TO THE BONDS

WHEREAS, the City of Portage, Columbia County, Wisconsin (the "City") owns and operates its Water System (the "System") which is operated for a public purpose as a public utility; and

WHEREAS, under the provisions of Section 66.0621, Wisconsin Statutes, any municipality in the State of Wisconsin may, by action of its governing body, provide funds for extending, adding to and improving a public utility from the proceeds of bonds, which bonds are payable only from the income and revenues derived from any source by such utility and are secured by a pledge of the revenues of the utility; and

WHEREAS, pursuant to a resolution adopted on April 12, 2007 (the "2007 Resolution"), the City has heretofore issued its Water System Revenue Bonds, Series 2007, dated April 25, 2007 (the "Prior Bonds"), which bonds are payable from the income and revenues of the System; and

WHEREAS, the 2007 Resolution permits the issuance of additional bonds payable from revenues of the System on a parity with the Prior Bonds upon compliance with certain conditions; and

WHEREAS, to the best of the Common Council's knowledge, information and belief, the City complies with such conditions; and

WHEREAS, the City has determined that certain additions, improvements and extensions to the System (the "Project") are necessary to adequately supply the needs of the City and the residents thereof; and

WHEREAS, it is necessary, desirable and in the best interests of the City to authorize and sell revenue bonds for such purpose payable solely from the revenues to be derived from the operation of the System, which bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes on a parity with the Prior Bonds; and

WHEREAS, other than the Prior Bonds, the City has no bonds or obligations outstanding which are payable from the income and revenues of the System; and

WHEREAS, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the City's water system revenue bonds (the "Bonds"); and

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein

by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on March 26, 2015; and

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on March 26, 2015; and

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, the Common Council of the City of Portage, Columbia County, Wisconsin, do resolve that:

Section 1A. Ratification of the Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization of Bonds. For the purpose of paying the cost of the Project, the City shall borrow on the credit of the income and revenue of the System the sum of \$855,000. Negotiable, fully-registered bonds of the City, in the denomination of \$5,000, or any whole multiple thereof, shall be issued in evidence thereof. The Bonds shall be designated "Water System Revenue Bonds, Series 2015B", shall be numbered from R-1 upward and shall be dated April 16, 2015. The Bonds shall bear interest at the rates per annum set forth in the Proposal and shall mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference.

Interest on the Bonds shall be payable on May 1 and November 1 of each year, commencing November 1, 2015. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

The Bonds maturing on May 1, 2025 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on May 1, 2024 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

The schedule of maturities is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 1C. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the City nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund provided for in Section 4 herein, and shall be a valid claim of the registered owner or owners thereof only against the Special Redemption Fund and the Revenues of the System pledged to such fund, on a parity with the pledge granted to the owners of the Prior Bonds. Sufficient Revenues are hereby pledged to said Special Redemption Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds and the Bonds as the same becomes due.

Section 2. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 3. Definitions. In addition to the words defined elsewhere in this Resolution, the following words shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Annual Debt Service Requirement" means the total amount of principal and interest due in any Fiscal Year on the Prior Bonds, the Bonds and Parity Bonds.

"Bond Year" means the one-year period ending on a principal payment date or mandatory redemption date for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"Current Expenses" or "Operation and Maintenance Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but excluding depreciation, debt service, tax equivalents and capital expenditures.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository for the City with respect to the Bonds.

"Fiscal Year" means the fiscal year adopted by the City for the System, which is currently the calendar year.

"Gross Earnings" or "Revenues" means all income and revenue derived from operation of the System, including the revenues received from the City for services rendered to it and all moneys received from any other source, including income derived from investments.

"Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses.

"Parity Bonds" means additional bonds or obligations issued on a parity as to pledge and lien with the Bonds in accordance with the provisions of Section 7 of this Resolution.

"Reserve Requirement" means an amount, determined as of the date of issuance of the Bonds, equal to the least of (a) 10% of the stated principal amount of the Bonds (to the extent permitted pursuant to Section 148(d)(1) of the Code and Regulations); (b) the maximum annual debt service on the Bonds; and (c) 125% of average annual debt service on the Bonds. If Parity Bonds which are to be secured by the Reserve Account are issued, the Reserve Requirement shall mean an amount, determined as of the date of issuance of the Parity Bonds, equal to the least of (a) the amount required to be on deposit in the Reserve Account prior to the issuance of such Parity Bonds, plus the amount permitted to be deposited therein from proceeds of the Parity Bonds pursuant to Section 148(d)(1) of the Code and Regulations; (b) the maximum annual debt service on outstanding obligations secured by the Reserve Account and the Parity Bonds to be issued; and (c) 125% of average annual debt service on the outstanding obligations secured by the Reserve Account and the Parity Bonds to be issued.

"Regulations" means the Regulations of the Commissioner of Internal Revenue under the Code.

"System" means the entire Water System of the City specifically including that portion of the Project owned by the City and including all property of every nature now or hereafter owned by the City for the extraction, collection, storage, treatment, transmission, distribution, metering and discharge of industrial and potable public water, including all improvements and extensions thereto made by the City while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such Water System and including all appurtenances, contracts, leases, franchises and other intangibles.

Section 4. Income and Revenue Funds. When the Bonds shall have been delivered in whole or in part, the Gross Earnings shall be set aside into the Water System Revenue Fund and then transferred to the following separate and special funds,

which were created and established by the 2007 Resolution and are hereby further continued and shall be used and applied as described below:

- Revenues in amounts sufficient to provide for the reasonable and proper operation and maintenance of the System through the payment of Current Expenses shall be set aside into the Water System Operation and Maintenance Fund (the "Operation and Maintenance Fund").

- Revenues in amounts sufficient to pay the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement shall be set aside into the Water System Revenue Bond and Interest Special Redemption Fund (the "Debt Service Fund" or "Special Redemption Fund"), to be applied to the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement. The monies standing in the Debt Service Fund are irrevocably pledged to the payment of principal of and interest on the Prior Bonds, the Bonds and Parity Bonds.

The Operation and Maintenance Fund shall be deposited as received in public depositories to be selected by the Common Council in the manner required by Chapter 34, Wisconsin Statutes and may be invested in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Money in the Operation and Maintenance Fund shall be used to pay Current Expenses as the same come due; money not immediately required for Current Expenses shall be used to accumulate a reserve in the Operation and Maintenance Fund equal to estimated Current Expenses for one month. Any money then available and remaining in the Operation and Maintenance Fund may be transferred to the Surplus Fund, which fund is hereby continued.

It is the express intent and determination of the Common Council that the amount of Revenues to be set aside and paid into the Debt Service Fund (including the Reserve Account) shall in any event be sufficient to pay principal of and interest on the Prior Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement, and the City Treasurer shall each Fiscal Year deposit at least sufficient Revenues in the Debt Service Fund to pay promptly all principal and interest falling due on the Prior Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement.

The Revenues so set aside for payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds shall be set apart and shall be paid into the Debt Service Fund not later than the 10th day of each month. The amount deposited each month shall be not less than one-sixth of the interest next coming due, plus one-twelfth of the principal next maturing.

The minimum amounts to be so deposited for debt service on the Bonds, in addition to all amounts to be deposited to pay debt service on the Prior Bonds, are set forth on the Schedule.

The Debt Service Fund shall be used for no purpose other than the payment of interest upon and principal of the Prior Bonds, the Bonds and Parity Bonds promptly as the same become due and payable or to pay redemption premiums. All money in the Debt Service Fund shall be deposited in a special account and invested in legal investments subject to Section 66.0603(1m), Wisconsin Statutes, and the monthly payments required to be made to the Debt Service Fund shall be made directly to such account.

To additionally secure the payment of principal of and interest on the Bonds and Parity Bonds, an account designated the Debt Service Reserve Account (the "Reserve Account") is hereby established within the Debt Service Fund. The City shall, upon the issuance of the Bonds, deposit an amount equal to the Reserve Requirement into the Reserve Account which shall be maintained therein.

The City covenants and agrees that at any time that the Reserve Account is drawn on and the amount in the Reserve Account shall be less than the Reserve Requirement, an amount equal to one-twelfth of the Reserve Requirement will be paid monthly into the Reserve Account from those funds in the Debt Service Fund, the Operation and Maintenance Fund and the Surplus Fund which are in excess of the minimum amounts required by the preceding paragraphs to be paid therein until the Reserve Requirement will again have accumulated in the Reserve Account. No such payments need be made into the Reserve Account at such times as the monies in the Reserve Account are equal to the highest remaining annual debt service requirement on the Bonds and Parity Bonds secured by the Reserve Account in any Bond Year. If at any time the amount on deposit in the Reserve Account exceeds the Reserve Requirement, the excess shall be transferred to the Debt Service Fund and used to pay principal and interest on the Bonds. If for any reason there shall be insufficient funds on hand in the Debt Service Fund to meet principal or interest becoming due on the Bonds or Parity Bonds secured by the Reserve Account, then all sums then held in the Reserve Account shall be used to pay the portion of interest or principal on such Bonds or Parity Bonds becoming due as to which there would otherwise be default, and thereupon the payments required by this paragraph shall again be made into the Reserve Account until an amount equal to the Reserve Requirement is on deposit in the Reserve Account. The Reserve Account does not secure the Prior Bonds, and moneys on deposit in the Reserve Account shall under no circumstances be used to pay principal of or interest on the Prior Bonds.

Funds in the Debt Service Fund in excess of the minimum amounts required to be paid therein plus reserve requirements may be transferred to the Surplus Fund.

Money in the Surplus Fund shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, and the Debt Service Fund including the Reserve Account. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wisconsin Statutes. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts created by this section.

Section 5. Service to the City. The reasonable cost and value of any service rendered to the City by the System by furnishing water services for public purposes, including reasonable health protection charges, shall be charged against the City and shall be paid by it in monthly installments as the service accrues, out of the current revenues of the City collected or in the process of collection, exclusive of the Revenues, and out of the tax levy of the City made by it to raise money to meet its necessary current expenses. It is hereby found and determined that the reasonable cost and value of such service to the City in each year shall be in an amount which, together with Revenues of the System, will produce in each Bond Year Net Revenues equivalent to not less than 1.25 times the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding. Such compensation for such service rendered to the City shall, in the manner provided hereinabove, be paid into the separate and special funds described in Section 4 of this Resolution. However, such payment is subject to (a) annual appropriations by the Common Council therefor, (b) approval of the Wisconsin Public Service Commission, or successors to its function, if necessary, and (c) applicable levy limits, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the City to make any such appropriation over and above the reasonable cost and value of services rendered to the City and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 6. Operation of System; City Covenants. It is covenanted and agreed by the City with the owner or owners of the Bonds, and each of them, that:

(a) The City will faithfully and punctually perform all duties with reference to the System required by the Constitution and Statutes of the State of Wisconsin, including the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the System, and will collect and segregate the Revenues of the System and apply them to the respective funds and accounts described hereinabove;

(b) The City will not sell, lease, or in any manner dispose of the System, including any part thereof or any additions, extensions, or improvements that may be made part thereto, except that the City shall have the right to sell, lease or otherwise dispose of any property of the System found by the Common Council to be neither necessary nor useful in the operation of the System, provided the proceeds received from such sale, lease or disposal shall be paid into the Debt Service Fund or applied to the acquisition or construction of capital facilities for use in the normal operation of the System, and such payment shall not reduce the amounts otherwise required to be paid into the Debt Service Fund;

(c) The City will cause the improvements to the System financed by the Bonds to be made as expeditiously as reasonably possible;

(d) The City will pay or cause to be paid all lawful taxes, assessments, governmental charges, and claims for labor, materials or supplies which if unpaid could

become a lien upon the System or its Revenues or could impair the security of the Bonds;

(e) The City will maintain in reasonably good condition and operate the System, and will establish, charge and collect such lawfully established rates and charges for the service rendered by the System, so that in each Fiscal Year Net Revenues shall not be less than 125% of the Annual Debt Service Requirement, and so that the Revenues of the System herein agreed to be set aside to provide for the payment of the Prior Bonds, the Bonds and Parity Bonds and the interest thereon as the same becomes due and payable, and to meet the Reserve Requirement, will be sufficient for those purposes;

(f) The City will prepare a budget not less than sixty days prior to the end of each Fiscal Year and, in the event such budget indicates that the Net Revenues for each Fiscal Year will not exceed the Annual Debt Service Requirement for each corresponding Fiscal Year by the proportion stated hereunder, will take any and all steps permitted by law to increase rates so that the aforementioned proportion of Net Revenues to the Annual Debt Service Requirement shall be accomplished as promptly as possible;

(g) The City will keep proper books and accounts relative to the System separate from all other records of the City and will cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants including a balance sheet and a profit and loss statement of the System as certified by such accountants. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein shall include the following: (1) a statement in detail of the income and expenditures of the System for the Fiscal Year; (2) a statement of the Net Revenues of the System for such Fiscal Year; (3) a balance sheet as of the end of such Fiscal Year; (4) the accountants' comment regarding the manner in which the City has carried out the requirements of this Resolution and the accountants' recommendations for any changes or improvements in the operation of the System; (5) the number of connections to the System at the end of the Fiscal Year, for each user classification (i.e., residential, commercial, public and industrial); (6) a list of the insurance policies in force at the end of the Fiscal Year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy; and (7) the volume of water used as the basis for computing the service charge; and

(h) So long as any of the Bonds are outstanding the City will carry for the benefit of the owners of the Bonds insurance of the kinds and in the amounts normally carried by private companies or other public bodies engaged in the operation of similar systems. All money received for loss of use and occupancy shall be considered Revenue of the System payable into the separate funds and accounts named in Section 4 of this Resolution. All money received for losses under any casualty policies shall be used in repairing the damage or in replacing the property destroyed provided that if the Common Council shall find it is inadvisable to repair such damage or replace such property and that the operation of the System has not been impaired thereby, such

money shall be deposited in the Debt Service Fund, but in that event such payments shall not reduce the amounts otherwise required to be paid into the Debt Service Fund.

Section 7. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds. No bonds or obligations payable out of the Revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if their lien and pledge is junior and subordinate to that of the Bonds. Additional obligations may be issued on a parity with the Bonds as to the pledge of Revenues of the System ("Parity Bonds") only if all of the following conditions are met:

a. The Net Revenues of the System for the most recent Fiscal Year preceding the issuance of such additional obligations must have been equal to at least 1.25 times the average annual principal and interest requirements on all Prior Bonds, Bonds and Parity Bonds outstanding payable from Revenues of the System (other than Prior Bonds, Bonds and Parity Bonds being refunded) and on the additional obligations then to be issued in any Fiscal Year. Should an increase in permanent rates and charges, including those made to the City, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional obligations or during that part of the Fiscal Year of issuance prior to such issuance, then Revenues for purposes of such computation shall include such additional Revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year; or

(ii) An independent certified public accountant or consulting professional engineer provides a certificate setting forth for each of the three Fiscal Years commencing with the Fiscal Year following that in which the projects financed by such additional obligations are to be completed, the projected Net Revenues and the maximum annual interest and principal requirements on all bonds outstanding payable from the Revenues of the System and on the obligations then to be issued (the "Maximum Annual Debt Service Requirement"); and demonstrating that for each such Fiscal Year the projected Net Revenues will be in an amount not less than 125% of such Maximum Annual Debt Service Requirement;

b. The payments required to be made into the funds and accounts enumerated in Section 4 of this Resolution (including the Reserve Account, but not the Surplus Fund) must have been made in full.

c. The additional obligations must have principal maturing on May 1 of each year in which principal falls due and interest falling due on May 1 and November 1 of each year.

d. If the additional obligations are to be secured by the Reserve Account, the amount on deposit in the Reserve Account must be increased to an amount

equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as defined in Section 3 of this Resolution.

e. The proceeds of the additional obligations must be used only for the purpose of providing additions, extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 8. Sale of Bonds. The bid of the Purchaser for the purchase price set forth in the Proposal be and it hereby is accepted and the Mayor and City Clerk are authorized and directed to execute an acceptance of the offer of said successful bidder on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer until the closing of the bond issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The officers of the City are authorized and directed to do any and all acts necessary to conclude delivery of the Bonds to the Purchaser, upon receipt of the purchase price, as soon after adoption of this Resolution as is convenient.

Section 9. Application of Bond Proceeds. All accrued interest received from the sale of the Bonds shall be deposited into the Debt Service Fund. Proceeds of the Bonds in an amount equal to the Reserve Requirement shall be deposited in the Reserve Account. The balance of the proceeds, less the expenses incurred in authorizing, issuing and delivering the Bonds, shall be deposited in a special fund designated as "Water System Improvement Fund." Said special fund shall be adequately secured and used solely for the purpose of meeting costs of extending, adding to and improving the System, as described in the preamble hereof. The balance remaining in said Improvement Fund after paying said costs shall be transferred to the Debt Service Fund for use in payment of principal of and interest on the Bonds.

Section 10. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except:

a. The City may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and

b. This Resolution may be amended, in any respect, with the written consent of the owners of not less than two-thirds of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the City; provided, however, that no amendment shall permit any change in the pledge of Revenues derived from the System, or in the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other

modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 11. Defeasance. When all Bonds have been discharged, all pledges, liens, covenants and other rights granted to the owners thereof by this Resolution shall cease. The City may discharge all Bonds due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if any Bonds should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The City, at its option, may also discharge all Bonds called for redemption on any date when they are prepayable according to their terms, by depositing into a special account on or before that date a sum sufficient to pay them in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The City, at its option, may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the City's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the City's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for. Upon such payment or deposit, in the amount and manner provided by this Section, all liability of the City with respect to the Bonds shall cease, terminate and be completely discharged, and the owners thereof shall be entitled only to payment out of the money so deposited.

Section 12. Investments and Arbitrage. Monies accumulated in any of the funds and accounts referred to in Sections 4 and 9 hereof which are not immediately needed for the respective purposes thereof, may be invested in legal investments subject to the provisions of Sec. 66.0603(1m), Wisconsin Statutes, until needed. All income derived from such investments shall be credited to the fund or account from which the investment was made; provided, however, that at any time that the Reserve Requirement is on deposit in the Reserve Account, any income derived from investment of the Reserve Account shall be deposited into the Special Redemption Fund and used to pay principal and interest on the Bonds. A separate banking account is not required for each of the funds and accounts established under this Resolution; however, the monies in each fund or account shall be accounted for separately by the City and used only for the respective purposes thereof. The proceeds of the Bonds shall be used solely for the purposes for which they are issued but may be temporarily invested until needed in legal investments. No such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations.

An officer of the City, charged with the responsibility for issuing the Bonds, shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Bonds are not "arbitrage bonds" under Section 148 of the Code or the Regulations.

Section 13. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the City and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 10, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the City, the governing body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the City, its governing body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 15. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by [_____, _____, _____, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes] **OR** [the City Clerk or City Treasurer] (the "Fiscal Agent"). [The Fiscal Agency Agreement between the City and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit F and incorporated herein by this reference.]

Section 16. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each

transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 17. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 18. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

The foregoing covenants shall remain in full force and effect, notwithstanding the defeasance of the Bonds, until the date on which all of the Bonds have been paid in full.

Section 19. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 20. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of

issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 21. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it are hereby ratified and approved. In connection with the closing of the Bonds, the appropriate City official shall certify the Preliminary Official Statement and any addenda. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda to be distributed to the Purchaser.

Section 22. Continuing Disclosure. The continuing disclosure requirements of the Rule are not applicable to the Bonds because the Bonds are a primary offering of less than \$1,000,000.

Section 23. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 24. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 25. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and

directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 26. Conflicting Ordinances or Resolutions. All prior ordinances, resolutions (other than the 2007 Resolution), rules, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the 2007 Resolution, the 2007 Resolution shall control so long as any bonds of the Prior Issue authorized by such resolution are outstanding.

Adopted, approved and recorded March 26, 2015.

W.F. Tierney
Mayor

ATTEST:

Marie A. Moe
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

Preliminary

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

Preliminary

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

Preliminary

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

Preliminary

EXHIBIT D-2

Debt Service Schedule

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

Preliminary

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on May 1, _____, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on May 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	COLUMBIA COUNTY	
NO. R-____	CITY OF PORTAGE	\$_____
	WATER SYSTEM REVENUE BOND, SERIES 2015B	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
May 1, _____	April 16, 2015	_____ %	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Portage, Columbia County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), solely from the fund hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2015 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by [_____, _____, _____] **OR** [the City Clerk or City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

The Bonds maturing on May 1, 2025 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2024 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____, _____ and _____ are subject to mandatory redemption by lot as provided in the Resolution referenced below at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

This Bond is one of an issue aggregating \$855,000, issued for the purpose of paying the cost of additions, improvements and extensions to the Water System of the City, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto and a Resolution adopted March 26, 2015, and entitled: "A Resolution Authorizing the Issuance and Sale of \$855,000 Water System Revenue Bonds, Series 2015B of the City of Portage, Columbia County, Wisconsin, and Providing for the Payment of the Bonds and Other Details With Respect to the Bonds" (the "Resolution") and is payable only from the income and revenues derived from the operation of said Water System. Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Debt Service Fund", created by a resolution adopted by the City on April 12, 2007 and continued by the Resolution. The Bonds are issued on a parity with the City's Water System Revenue Bonds, Series 2007, dated April 25, 2007. This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or provision.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be

endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

It is hereby certified, recited and declared that all conditions, things and acts required by law to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said City from the operation of its Water System has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

[This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

IN WITNESS WHEREOF, the City of Portage, Columbia County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF PORTAGE,
COLUMBIA COUNTY, WISCONSIN

By: _____
W.F. Tierney
Mayor

(SEAL)

By: _____
Marie A. Moe
City Clerk

Preliminary

[Date of Authentication: _____, 2015

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of the City of Portage, Wisconsin.

_____,
_____, _____

By _____
Authorized Signatory]

Preliminary

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT F

Fiscal Agency Agreement

(See Attached)

Preliminary

RESOLUTION NO. 15-023

RESOLUTION RELATIVE TO ACQUISITION OF STORM WATER EASEMENT

WHEREAS, the Municipal Services and Utilities Committee has reviewed and approved the plans and specifications for Hamilton Street improvements, including storm water drainage at 2525 & 2625 Hamilton Street; and

WHEREAS, the Common Council approved a contract for 2015 Street & Utility Projects at the March 12, 2015 meeting; and

WHEREAS, the Hamilton Street improvement plans and specifications require the acquisition and conveyance of a 20' wide permanent storm water easement located on the southern 10' of parcel number 11271-2461.3, also known as 2625 Hamilton Street, as further described in the attached easement legal description, allowing the City to improve the stormwater drainage and conveyance from the subject parcel and surrounding properties; and

WHEREAS, the Hamilton Street improvement plans and specifications require the acquisition and conveyance of a 20' wide permanent storm water easement located on the northern 10' of parcel number 11271-2464.04, also known as 2525 Hamilton Street, as further described in the attached easement legal description, allowing the City to improve the stormwater drainage and conveyance from the subject parcel and surrounding properties; and

WHEREAS, Wisconsin Statutes Sections 62.22(1), 62.22(1m), 62.11(5) and Chapter 32 and other pertinent Wisconsin Statutes permit the City's acquisition, development, ownership, and use of land by means of easements and agreements for public purposes including, but not limited to, these set forth herein.

WHEREAS, the Common Council find that this easement acquisition and acceptance is in the best interests of, and of benefit to, the City of Portage.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Portage that they hereby authorize and direct the City staff to acquire a storm water easement from the property owners located at 2525 and 2625 Hamilton Street on behalf of the City of Portage.

DATED this 26th day of March, 2015.

W.F. "Bill" Tierney, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
City Engineer



GovHR USA

Voorhees Associates GovTempsUSA

**PROPOSAL FOR AN ORGANIZATIONAL
STAFFING EVALUATION
OF THE CITY OF PORTAGE**

February 12, 2015



CITY OF PORTAGE, WISCONSIN ORGANIZATIONAL STAFFING EVALUATION

EXECUTIVE SUMMARY

It is a pleasure for GovHR USA, LLC¹ (“GovHR”) to provide the City of Portage with this proposal for an Organizational Staffing Evaluation of the City’s staffing and operations. GovHR is a public sector management consulting firm specializing in executive recruitment and management consulting. All services are provided solely for public jurisdictions and not-for-profit entities. GovHR provides service to jurisdictions and agencies in a variety of contemporary issues, including management, financial, and human resources assistance. Our organization has a staff of twenty-one Consultants. The company was formed as Voorhees Associates in 2009; however most of our Consultants also worked together previously at The PAR Group. The PAR Group was a public sector management consulting firm in business for over 30 years.

GovHR has one of the most experienced professional staffs of any comparable public management consulting firm. The principals of our organization have over 250 years of combined municipal government experience. Our Consultants not only have significant experience working in the public sector, but are also experienced consultants with a history of helping other clients with staffing analysis studies, such as the one being considered by the City of Portage. The consultants assigned to this study have the time and commitment to take on this work at this time.

SCOPE & WORK PLAN SCHEDULE

In accordance with the request for addressing a technical approach for the City’s objectives and requirements, this section of the proposal is organized around the purposes for the study that were identified by the request for proposal. This proposal includes the following informational sections.

- Scope of Study
- Work Plan
 - Purpose A - Identify Efficiencies and Inefficiencies in the current operations of the Administration, Fire, Parks & Recreation, Police, Public Works and Utilities Departments.
 - Purpose B - Provide recommendations for increasing departmental efficiencies in a cost-effective manner.
- Project Approach
- Work Plan Schedule

¹ In December, 2013, Voorhees Associates changed its name to GovHR USA, LLC; however, since much of the company’s experience to date has been under the name of Voorhees Associates, some of the narrative herein will refer to the company under its former name.

Scope of Study

In accordance with the scope of services to evaluate the delivery of services in the City of Portage, GovHR proposes this outline of components to review and evaluate the current administrative and operational structures of the City Government and to assist the City in its determination of the staffing needs and desired services and service levels for City government. The study's primary aim will be to investigate, assess and recommend revisions, where necessary, to organizational components, processes and positions within the City Organization and its corresponding policies, procedures and systems.

The study team's efforts will be focused on gaining an understanding of the present organizational structure and service delivery/operational approaches of the City, comparing those findings to present day models of similar organizations, and making recommendations for revisions, enhancements and adjustments where necessary. An employee survey will be conducted to provide the City with information regarding employee time and duty information as well as satisfaction and overall perception of City operational methods. "Best" or smart practices for the operations of municipal government will be identified for consideration by the City for service delivery options in addition to performance measurement tools for municipalities. It is anticipated that the result of this review will assist the City in developing an organizational system that will lend itself to a higher level of effective and efficient administration and management of its operations. The following are elements designed to address the goals expressed in your purpose and scope for this service delivery and organizational structure study.

Work Plan

The work plan for the components of the study as presented below is organized around the purposes for the study addressed in the request for proposal. The consulting team will initially seek input from the policy leaders and management staff in Portage on the mission, goals and targets of the City government. It is important for the consulting team to have a good understanding of the direction that the City desires to go into the future. The remainder of the tasks outlined below will be undertaken with these policy and management directions of the City as the basis for analysis.

<p style="text-align: center;">Purpose A. Identify Efficiencies and Inefficiencies in Current Operations - an Organization Wide Perspective</p>
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The purpose of this component is to perform an organizational inventory and service delivery assessment of the City government organization. The component is outlined below. At the conclusion of this component, the study team will prepare its preliminary findings and recommendations for City consideration.

Component 1: *Organizational Inventory and Service Delivery Assessment Using Multiple Data Gathering Points*

- TASK: Review the existing organizational system via document study and interviews with key administrative staff members and administrators that will include all department heads and the City Administrator.
- TASK: Collect, review and analyze existing organizational relationships chart, position descriptions; review information and documentation for formal definitions of responsibilities and reporting relationships. Search statutes, ordinances and administrative enabling documents for position content and authorizations, etc.
- TASK: Conduct an employee survey to obtain time and duty information on all City positions as well as information regarding employee satisfaction and overall perception of City operational methods.
- TASK: Review, and collect as appropriate, departmental data including results and performance measures.
- TASK: Compare existing duties and relationships to the formalized structure; synthesize information and diagram existing organization structure and workflow.
- TASK: Appraise the organization and systems of the City of Portage government as a whole and of each department to determine desirable change in the allocation of functions, lines of responsibility, and interdepartmental relationships, noting (a) administrative problems, (b) adequacy of information flow, coordination, and control, and (c) demands placed on managers with respect to policy formulation and execution.
- TASK: Recommend an organizational chart and staffing requirements based on similar organizational models according to the needs of the organization and administrative function.
- TASK: Appraise the adequacy of staff and internal operating policies and procedures in supporting policy formulation, decision-making, and program execution.

The principal factors considered in developing an organizational re-design include:

- The composition of organizational units
- The reporting relationships among units
- The structural connections between units
- Expressed service delivery priorities and outcome targets
- Organizational information flow and control systems
- Organization-wide methods and procedures
- Organization-wide work technologies

Preliminary Report - Based on our multi-variant data gathering including interviews, observations, surveys, service delivery records and an inventory of the documents made available to the team, a report on the City's current organizational structure, service delivery systems and reporting relationships will be prepared in narrative form as findings, along with accompanying recommendations. In addition, to support the narrative, organizational workflow charting will also be prepared.

Applying service delivery goals and current management principles to the City's functions and structures, the study team will develop alternative organizational designs that seek to clarify the

service goals, service roles, inter and intra-organizational relationships and responsibilities of the various administrative units, and key management and executive functions.

Purpose B. Provide Recommendations for Improving Departmental Responsiveness and Efficiency as Cost Effectively as Possible

The purpose of the next two components will be to build upon the success of the first component that defined the appropriate services and service levels for Portage, along with the best organizational structure to help establish the most responsive, efficient and economical service delivery system for the City government operations. Based upon the findings of the first component, the departments to be reviewed in more detail will be determined by the consulting team and City officials.

Component 2: Department Analysis and Position Inventory and Analysis - Key Administrative and Operational Staff for Selected Departments

TASK: Based upon the outcomes of Component 1 and discussion with Portage City officials, GovHR will review the current organization and operations of the selected departments, evaluate the same and define needs. GovHR will interview individual staff members to determine job content, performance expectations, coordination and overlap points, supervisory-subordinate relationships, etc. for each administrative position; analyze, compare, define/refine job content components of each position. Develop preliminary job definitions for key positions that surface during the analysis, including assessments of job content analysis and desired outputs, preferred and required qualifications and training expectations, and preparation of informal “position descriptions” for existing and/or future re-defined positions.

Also included in this task will be an in-depth evaluation of the City Engineer/Public Works Director position description. This analysis acknowledges the incumbent’s anticipated retirement in 2016. It will look to critically review the position’s functions, responsibilities, authorities and scope, supervisory duties and span of control, experience and background, training, education and certification requirements, with an eye toward a possible restructuring of the position as the City looks to hire a successor.

TASK: Information Technology - GovHR will provide a review of the use of information technology (IT) by the City as part of the larger management study of the City government. This review will include interviews with key Portage staff and reviews of budget, planning, and related documents. The IT review will address these questions concerning the City’s IT use:

- What are the ways in which Portage is currently using information technology?
- What are some general findings on the use of IT at Portage?
- What IT “best practices” are used by other similar cities? How does the use of IT in Portage compare to these best practices?
- What are the primary strengths, weaknesses, opportunities, and threats regarding the use of IT at Portage, and what measures should Portage take to address these issues?

Component 3: *Organizational, Administrative and Governing Body Policy and Procedures Review*

TASK: Observe, assess, inventory and review existing administrative policy-making, management, and human resource systems via interviews, observations and documentation reviews from the City's primary policy and management officers, identify areas of improvement and revision with regard to policies and procedures with general suggestions for overall goals and objectives of the administrative policy-making system.

TASK: Inventory and review existing administrative policies and procedures contained in formal or informal rules, regulations and procedures; identify areas of improvement and revision with regard to administrative policies and procedures providing general suggestions for overall goals and objectives of administrative and policy-making approaches and procedures.

Component 4: *Prepare Consolidated Final Report of Findings and Recommendations*

The study team's findings will be incorporated in a multi-part narrative with supporting documentation and executive summary.

Project Approach

Process Consultation. We believe it is important to emphasize the nature of our approach and relationship with City management and staff during the course of our study. GovHR's Management Consulting Division takes pride in employing the "Process Consultation" approach developed by the noted Organizational Development scholar and consultant, Edgar Schein of M.I.T. In broad terms, Process Consultation emphasizes ongoing communication with the client during the engagement, a sharing of the diagnostic process and actively involving the client in generating and understanding remedies.

GovHR employs this approach by fostering an environment of open communication, understanding and objectivity. Our primary objective is to conduct a fair evaluation of departmental operations and effectiveness. For this reason, we believe it is imperative during the study to develop an open and mutually supportive relationship between the project staff, management and departmental staff. While it is important that we maintain our posture of independence and objectivity during the study, it is no less important that City management, the department directors and key staff be kept regularly informed of the progress and results of our inquiries. In this way, you can be confident that the study is proceeding according to plan, and more importantly, that it is accomplishing its intended objectives. Moreover, it has been our experience that this approach leads to the consideration of meaningful changes as a result of the study.

A Word About Benchmarking. Benchmarking is a common term referenced in RFPs for studies of this nature. When assessing the effectiveness of a particular organizational unit, the assessors must apply a frame of reference or "measure" to the functions being evaluated. Clients frequently ask the question "against what standards are we going to be assessed?" That is a

logical question indeed, but not one that is easily answered. The reason is this: for local government organizations, standards of performance come from “within” and not from a national textbook of “performance criteria” for local government administration. While certain aspects of performance and service delivery can be measured objectively or through statistical review, other aspects are more qualitative and organizationally dependent.

The most important set of benchmarks or “standards” to be used in the study will come from the City organization itself. What are the expectations of the City Administrator? Department Directors? Line Employees? Department Employees? The City Council? The Public? Or Vendors? The information we glean from our interviews and inquiries will weave an eventual fabric of expectations by which the Portage organization will be evaluated.

Work Plan Schedule

We are prepared to begin work within two weeks of notice to proceed by the City. All work on the Purpose A - Component 1 - *Organizational Inventory and Service Delivery Assessment* will be completed and preliminary findings determined within 60 days from the date that work commences on the study. Any complications or inhibitors to meeting the target schedule will be raised with the City, with adjustment or amendments reviewed and approved jointly. The remaining Components will be initiated and completed on a time schedule that will be mutually coordinated with the City as the engagement progresses. It is expected that the rest of the study will be completed within an additional 60 days.

QUALIFICATIONS AND EXPERIENCE

The lead consultants on this engagement will be Karl Nollenberger and Lee Szymborski, both Vice Presidents of GovHR. Mr. Nollenberger and Mr. Szymborski will be assisted by Lee McCann and Norm Malcom, also Vice Presidents of GovHR. An outside consultant, Jerry Schulz, will be utilized for his IT expertise. A full profile for each consultant can be found in the supplement presented with this proposal. A summary of each consultant’s qualifications follow:

- **Karl Nollenberger** is a Vice President of GovHR, specializing in management consulting assignments, executive search and financial evaluation. He has over forty years of experience in government, management consulting and the private sector. Dr. Nollenberger has extensive leadership and chief executive experience in city and county governments. He has served in management positions in eight local governments in five states.
- **Lee Szymborski** is a Senior Vice President with GovHR USA, working on both executive search and general management consulting assignments. He has more than 33 years of experience in local government administration. Mr. Szymborski’s experience spans both Wisconsin and Illinois communities. Mr. Szymborski served more than 15 years as City Administrator in Mequon, Wisconsin until July 2014. In Illinois, he served for 12 years as Assistant Village Manager in Buffalo Grove. In addition to his Wisconsin service in Mequon, he also worked for the City of Wauwatosa and Milwaukee County.
- **Lee McCann** specializes in general management studies and executive recruitment/search projects. He has over 36 years of active public safety experience having worked

with three local law enforcement agencies. (Twenty-three of those years were as Chief of Police in Buffalo Grove and Skokie, Illinois.) In addition to service as an on-site assessment team leader for the Commission on Accreditation for Law Enforcement agencies since 1987, he has provided consulting services to over 25 local government agencies. He served as a Vice President of the former PAR Group, and currently performs the same services for GovHR.

- **Norm Malcom** is veteran of over 35 years in the fire service. He spent 34 years with the Village of Palatine, the last 10 as Fire Chief. Under his leadership the Village added two fire stations, increased staffing by 30%, and developed auto-aid agreements with all neighboring fire departments. He served as President of MABAS Division One and represented area Chiefs on the EMS Advisory Board. After retiring from Palatine, Norm accepted the Interim Fire Chief's position with the Village of Streamwood. He successfully completed that assignment July 1, 2011.
- **Jerry Schulz** is an on-call consultant with GovHR. He has 32 years of combined experience in information technology management and analysis and local government administration. Mr. Schulz has carried out a variety of consulting assignments for local governments. Most of these assignments have involved technology planning or implementation of new data systems.

Additional consultants can be added for other specific areas that are of interest to the city officials.

REFERENCES & EXAMPLES OF SIMILAR PROJECTS

A complete listing of comparable projects is shown in the supplement submitted with this proposal. The studies done for Wood Dale, Illinois (2014), Geneva, Illinois (2012), Warrenville, Illinois (2011), and East Point, Georgia (2004 & 2012) were very similar projects to the one that is being proposed for Portage. They encompassed an overall operations review of the city services with an in-depth review of many of the individual departments. The Village of Huntley study was an overall management study with projections for future staffing. The staff in Huntley has consistently used this study for the last ten years to guide their organizational growth. The Central Lake County Water Agency study was a management/administrative operations study of a similar nature. A comprehensive analysis of police services for Hamtramck Michigan was done in 2007. Hamtramck is a very urban community with very limited resources and a significant crime rate. The scope of the analysis included everything one can imagine regarding a police agency. Another example of a successful project is the internal organization audit done for Lake Zurich, Illinois.

References:

City of Wood Dale, Illinois - Organizational Analysis and Service Delivery Review – Jeff Murmeys, City Manager, 630/766-4900, jmurmeys@wooddale.com

City of Geneva, Illinois – Organizational Analysis and Service Delivery Review - Mary McKittrick, City Administrator, 630/262-8495, mmckittrick@geneva.il.us

City of Warrenville, Illinois – Service Levels and Staffing – Service Delivery & Organizational Analysis Study - Jennifer McMahon, Assistant City Administrator or John Coakley, City Administrator - 630/393-9427, JCoakley@warrenville.il.us or JMcMahon@warrenville.il.us

City of East Point, Georgia - Performance Management Audit - Lance Rhodes, Councilmember, 404/234-5022, lrhodes@EastPointCity.org

Village of Huntley, Illinois - Management Staffing Study - Dave Johnson, Assistant Village Manager, 847/669-2341, djohnson@huntly.il.us

Central Lake County, Illinois Joint Action Water Agency - Staffing Study - Ed Glatfelter, Former Executive Director of Water Agency, Currently Water Conservation Program Director at Alliance For The Great Lakes - 312/939-0838, eglatfelter@greatlakes.org

City of Hamtramck, Michigan - Police Study - Donald D. Crawford, Former City Manager 989 725-0569, DonaldD.Crawford@ci.owosso.mi.us

City of Lake Zurich, Illinois – Internal Organization Audit - Bob Vitas, Former Village Administrator - BobVitas@gmail.com

Niles, IL. Comprehensive Police Management Study - George Van Geem, Village Manager 847 588-8002, gvg@vniles.com

McHenry County Conservation District Police, Comprehensive Management Study - Elizabeth Kessler, Executive Director - 815 260-7206 - EKessler@MCCDistrict.org

COST Proposal

GovHR is pleased to provide our proposed costs and expenses for the Organizational Staffing Evaluation of the City of Portage operations. The consulting teams are priced out based on estimated staff hours or days to complete the assignment as defined by the client organization and understood by our project director. A component for estimated reimbursable direct expenses is also included for consultant travel, lodging and associated activities. Together, these two components comprise our projected fee.

Karl Nollenberger and Lee Szyborski will serve as lead consultants to undertake this engagement. Lee McCann, Norm Malcolm and Jerry Schulz will supplement them in their fields of expertise. Documentation and report preparation will be coordinated between the consultants. The cost of the services is based on the time of our professional staff to complete the study, as well as on transportation and other expenses such as report preparation. We estimate the maximum cost of the project based on the above factors and propose a fixed fee for services and a not to exceed fee for expenses. It is expected that the City will provide background information, office space, and access to City staff and officials while our staff is conducting the project. Our normal consultant fees are \$110 an hour but in this instance, we will provide a regional discount and charge at a rate of \$100 an hour. Based on the foregoing statement of our usual practice, GovHR agrees to complete the study for a fee of \$25,000. However, in doing so,

it is understood that the scope of the in-depth departmental analysis will be determined after completion of Purpose A, based on mutual agreement with Portage City officials.

The following provides a breakdown of the costs of this component of the study. Although the total cost will not change, the cost for each component may vary based on conclusions reached by the consultants and discussion with City officials.

Purpose A - *Identify the Efficiency and Inefficiencies in Current Operations - Organization Wide Perspective*

Meetings with key officials and staff	30 hours	\$3,000
Collect and analyze data	40 hours	\$4,000
Prepare findings	10 hours	\$1,000

Purpose B - *Improving Departmental Responsiveness and Efficiency*

Interview key staff of selected departments	40 hours	\$4,000
Collect and analyze departmental data	45 hours	\$4,500
Research and compare data to comparable municipalities	20 hours	\$2,000
Information Technology review	20 hours	\$2,000

**Final Report Preparation and
Presentation of Findings**

20 hours \$2,000

**Reimbursable Expenses (telephone,
copying, federal express, consultant
travel, etc.) Not to exceed**

\$2,500

TOTAL PROJECT COST

\$25,000

CONCLUDING REMARKS

In closing, GovHR is a public sector management consulting firm devoted to assisting only public sector entities. We believe that the team assembled for conducting the proposed Organizational Staffing Evaluation for the City of Portage is of the highest caliber and qualifications. GovHR appreciates your consideration of this Proposal and looks forward to the opportunity to work with the City of Portage.

We appreciate your consideration of this Proposal. Please feel free to contact Dr. Karl Nollenberger at 847/533-0145 should you have any questions.

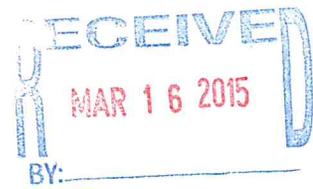
Respectfully submitted,



Joellen C. Earl
Co-Owner
GovHR USA, LLC



WISCONSIN
HISTORICAL
SOCIETY



March 10, 2015

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

Dear Mayor Tierney:

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

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

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

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

Sincerely,

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

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MEMORANDUM

To: Common Council
From: Shawn Murphy, City Administrator 
Re: Proposal for Creation of Transportation Facilities Utility
Date: March 23, 2015

In the 2014, at the request of Mayor Tierney, City staff analyzed the feasibility of establishing a "Sidewalk Utility". Similar in structure to a storm water utility, this legal entity would be created separate from the other utilities (water & sewer) as an enterprise fund for the purpose of constructing and maintaining the Portage Area Trails Heritage System (PATHS). PATHS, when fully constructed will consist of a combination of bike lanes (31 miles), sidewalks (13 miles); paved multi-use trails (15 miles) and unpaved trails (6 miles) for a total of approximately 65 miles of pedestrian use facilities networked through the City of Portage.

A utility district structure was considered as a funding mechanism due to the fact it is separate from the General Fund and would assess all properties in the City (include tax exempt) and is not subject to Chap. 66.0602(b), Wis. Stats. where municipalities would be required to reduce their property tax levy by the amount collected from a utility for certain services (snow plowing, fire protection, storm water management, garbage collection or street sweeping). Additionally, such debt funded by a utility would not be subject to the debt limits imposed by Chap. 67.03. Wis. Stats. However, upon advice from legal counsel, it was determined that the establishment of a uniform utility fee for all properties would constitute a tax, not a fee. As there was no rational basis to determine a property's benefit derived from the use of the sidewalk, a fee structure could not be legally supported. For example, fees charged to water and sewer customers are based on total metered usage.

Therefore a utility tax district was explored as an alternate funding mechanism. Chap. 66.0827, Wis. Stats, provides authority to towns, villages and 3rd and 4th class cities to create utility tax districts for highways, sewers, sidewalks, street lighting and water for fire protection. The establishment of a sidewalk utility district would establish a taxing authority separate from the Council to annually levy for the cost of construction, operation and maintenance of the PATHS program. While the tax levy imposed under this authority is separate from and not subject to the levy limitations referenced above (66.0602(b) & 67.03), it does involve the identical tax base.

Similar to a General Fund tax levy, special assessments, grants, donations and other revenue sources may be utilized to offset the total levy. While sidewalks and their associated costs may be funded through this utility district, costs for bridges are prohibited. The Common Council may create such a district by a 3/4^{ths} majority vote adopting the authorizing ordinance after holding a public hearing. However, the establishment of utility district requires the designation of a geographical boundary in which a district tax would be levied to pay for the

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improvement and/or service for which the district was created. Common examples are sewer and fire protection districts. A significant structural drawback of this funding mechanism is that statutes do not allow the creation of a utility district that is coterminous with City limits for an improvement or service already provided. Designating specific area(s) within City limits was also explored but determined to be unfeasible.

City Attorney Jesse Spankowski provided a separate memo on the legal implications of the various funding structures we researched with some opinions as to their feasibility under this scenario. As a result of Mr. Spankowski's memo along with input from staff, and reviewing other funding mechanisms employed at other municipalities, we have developed a modified utility structure to fund the PATHS component but broadened the scope of the utility to include street maintenance functions as well.

Specifically, a draft ordinance was created to establish a Transportation Facilities Utility (Utility) in which several specific street related activities would be transferred from the General Fund to the Utility including, repair and maintenance of local streets, street lights, traffic signals and signs, maintenance of sidewalks, trails and bike lanes. A Utility fee based on the lineal footage of lot width abutting a public street would be assessed against all parcels with improvements (including tax exempt parcels).

Potential Benefits of Utility Creation

Larger Base

Utilities charge fees for services provided to users, not just taxpayers. Tax-exempt properties would be included in a utility user base. There are approximately 3550 ratepayers as compared to taxpayers. Approximately \$640,00 of expenses on the General Fund would be shifted to the Transportation Facilities Utility. This results in an opportunity to lower the tax levy, use the levy for other services or both.

Flexibility in Fee Structure

Statutes impose significant restrictions on Council's ability to raise revenue via the tax levy; the Transportation Facilities Utility would not be subject to these statutory limitations. The proposed Transportation Facilities Utility would take funding and expenses from the General Fund and transfer to a utility in the following areas: street maintenance, streetlight maintenance, traffic signal maintenance, traffic and street sign maintenance, sidewalk (& trail) maintenance. The remaining functions remained in the General Fund: snow plowing, street sweeping, storm water management and street tree management. These transfers are permissible without a mandatory corresponding reduction in the tax levy. Any grants, donations and other sources of revenue would offset the Utility Fee.

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Capital Spending/Funding

As proposed, General Obligation borrowing would be the primary source of capital funding, however the Transportation Facilities Utility would participate on its proportionate share of Debt Service. Additionally, the Transportation Facility Utility could issue debt on its own in the form of Revenue Bonds.

Potential Drawbacks of Utility Creation

Collection of Delinquent Ratepayers

Statutes allow water, sewer (& electric) municipal utilities to place delinquent utility bills against the corresponding property taxes; the Transportation Facilities Utility would have to employ debt collection methods, including litigation – more costly and time consuming.

Potential for Legal Challenges

As the proposed utility is unique to the State of Wisconsin and subject tax exempt entities to a new annual expense, there will likely be opposition to its implementation, both legally and politically. Schools, churches and local units of Government will be subject to the Utility Fees (including the City of Portage).

Fees Not Subject to Income Tax Deduction

Property Tax payments are allowable deductions from income taxes. Utility fee payments are not.

Observations

Continual Need to Justify Fee Connection to Benefit Derived

A fee is a charge assessed to a user deriving identifiable benefit from a service or program. A tax is a means for the government to raise revenue and utilize as it see fit. As the Transportation Facilities Utility would impose fees as opposed to taxes, diligence must be exercised to insure the fees are not used for unintended purposes and the fees are not included in the tax levy.

Significant Start Up Considerations

It the establishment of a Utility for Transportation needs is the direction chosen, there are several steps that will require substantial work to analyze.

- 1) Detailed Budget: Careful identification of expenses and revenues to establish a budget and justify the resulting utility fee structure. As a utility a tiered fee structure would need to be developed to demonstrate different classes of ratepayers receiving different levels of benefit.

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- 2) Development of Lineal Lot frontage inventory: As this would be the basis for assessing fees, each parcel would need to be analyzed to determine lot width abutting public streets and establish a data base.
- 3) Education: As this is a new and unique form of rate assessment, a comprehensive public education program would be needed to introduce and the public to this Utility.
- 4) Billing/Financial Software: Need to identify and acquire a computer software program that incorporates the 3 utility payments along with the corresponding expense and revenue booking requirements.
- 5) Additional staff: This Utility would fund a new service (PATHS) necessitating additional personnel time for maintaining the trails and additional time for the expanded utility billing and financial bookkeeping operations.

Our initial focus, the development of a rational funding mechanism to support the construction and maintenance of the PATHS program; proved to be unfeasible. Broadening the scope of the program both in funding and in services provided substantiated the creation of the Transportation Facilities Utility. In so doing, it resulted in the proposal of a radical shift in the method of funding traditional local transportation needs. This shift carries both realized benefits and realized and potential drawbacks. Further evaluation and analysis is necessary for implementation.

Accordingly, this analysis identified another less radical alternative to funding the PATHS initiative; continue pursuing PATHS under the existing funding options. Continue pursuing donations and grants for the construction of the trail system and attempt to find the necessary, ongoing maintenance/replacement expenses using existing revenue sources and the exploration and establishment of partnerships with other organizations and agencies to assist. This approach has significant drawbacks in that current general fund levy is already maximized under the current growth. Altering either the levy limits or property value growth to allow more flexibility and capability would be necessary to build and sustain the PATHS trail system.

MEMO

DATE: March 23, 2015
TO: Shawn Murphy, City Administrator
FROM: Jesse Spankowski, City Attorney
SUBJECT: Sidewalk Utility

The purpose of this memo is to provide a legal opinion regarding the City's options for the creation and funding of a sidewalk utility for the PATHS program.

Creation of Sidewalk Utility

It is my opinion that the City may choose to establish a sidewalk utility. Wis. Stat. §66.0621 contains a broad definition of public utility, which includes transportation related facilities as well as "any other necessary public works projects that are undertaken by the municipality." In addition, the City's Statutory Home Rule Powers provide the City with the power to create utilities that constitute a valid public purpose. In this case, the establishment of the PATHS program would constitute a public purpose because it is an action for the health, welfare and commercial benefit of the City. In contrast to utilities related to furnishing heat, light, water, or power, a sidewalk utility would not be established or governed pursuant to Wis. Stat. §196, and therefore is not subject to regulation by the Public Service Commission. In sum, I do not believe there is any statute or caselaw that would be contrary to the City establishing a separate sidewalk utility.

Funding of Sidewalk Utility

By far the harder issue is determining appropriate funding sources for a sidewalk utility. In general, utilities are funded by one or more of the following options: 1) Special Assessments, 2) Special Charges, 3) Regulatory Fees, 4) Excise Fees, and 5) User Fees. For this type of utility, special charges, regulatory fees and excise fees are not applicable so I will not analyze those options in this memo.

User Fees

In this case, it is proposed that the sidewalk utility be funded by a fee that is charged on an equal basis to each parcel within the City. This fee would be set up like the proposed Storm Water Utility (SWU) fee in that it will be strictly based on the expenses attributable to the utility. This type of user fee is based upon the municipality acting within its governmental capacity as it is not operated for profit. The SWU is a user fee system because storm water is generated by every property owner within the city, and the SWU divides that storm water usage on an ERU basis. The fee rate system in the SWU is therefore logically connected to the actual usage of each property. However, unlike the storm water fee, it would be very difficult to draw the conclusion that every property owner within the city would be a user of the sidewalk utility funded projects. I located one exception to actual usage being a requirement of a user fee, and that was with respect to a fire protection charge, in which a municipality includes an extra monthly charge to each property for providing fire protection services. In this case, the Court concluded that the

availability of the fire protection service was enough to justify the additional fee, and that water does not actually need to be used on a particular property to justify the charge. *City of River Falls v. St. Bridget's Catholic Church*, 182 Wis. 2d. 436, 443 (Ct. App. 1994). However, in that case, the municipality was authorized under Wis. Stat. §196.03(3)(b) to collect this fee, and the Court appeared to give significant weight to the statutory authorization. With the sidewalk utility, there is no such statutory authorization, so I believe the fire protection charge is distinguished from a sidewalk utility charge.

Therefore, in this scenario, the sidewalk utility user fee begins to look more like a tax than a fee. If it is concluded that the sidewalk utility fee is actually a tax, then it would run the risk of violating the uniformity clause of the Constitution because it would be applied evenly to each property regardless of the value of the property.

For the above reasons, I do not believe the City may properly utilize a user fee per property to fund the sidewalk utility, if the utility is limited to the PATHS system.

However, a variation would be a utility that provides transportation facilities to the community as a whole. Part of the transportation facilities could include the PATHS system, but it would also include maintaining and constructing transportation facilities within the city as a whole. In this scenario, a user fee could be assigned to each developed property based on that property's estimated usage of the city's transportation network. For example, in the Village of Weston, a fee was based on the feet of frontage that a developed property possessed, and it was divided into a three-tier schedule of frontage.

In order to avoid this type of utility resembling a tax, the user fees would be personal to the property and could not be placed as liens on the property without explicit statutory authorization. Therefore, collection of unpaid utility charges would be harder to collect than traditional real estate taxes or utilities with statutory authority to become liens on real property.

It would also be necessary to consider this type of utility's impact on the general levy because any "covered service" assumed by the utility would require a reduction from the general levy. Sidewalk maintenance, crack filling, patching, trimming, and many other functions would not require deductions, but snow plowing and street sweeping are "covered services" that would require the general levy to be reduced.

Special Assessments

Another option for funding a sidewalk utility would be through the use of special assessments. The City has long used special assessments for other sidewalk related projects, and the process would be substantially the same for using special assessments within a sidewalk utility. However, the major legal issue is related to whether the PATHS program is a valid use of the special assessment power. To be valid, the special assessment must be for a municipal project that confers a special benefit to the assessed property. With respect to PATHS, there would be concern that the project is a general, community wide project, as opposed to a local improvement. For example, if a subject property already has a sidewalk, it may be suspect to specially assess the property for installation of an additional sidewalk or trail on the property. In addition, a recent court decision found that a municipality's special assessment on a property for construction of a recreational trail was impermissible because the trail was a general

improvement that did not confer a special benefit to the assessed property. *Hildebrand v. Town of Menasha*, 2011 WI App 83, 334. In that case, the analysis was very fact specific to the intent of the Town in creating the recreational trail, and the Court distinguished the Town's trail system from the sidewalk system. This included the maintenance of the trail, the rules of the trail, advertisement of the trail, and the trail's purpose within a larger regional trail system.

Based on this analysis it may be possible to do some of the funding of the sidewalk utility through special assessments, but care would have to be taken to ensure the special assessments are related to a benefit conferred on the assessed property. The City would also need to determine whether the PATHS system would fall under the "Streets" department or the "Parks" department as well as other items related to maintenance of the PATHS system. In areas where the sidewalk would be analogous to initial sidewalk installations on properties special assessments could very well be a funding source.

Utility District

Pursuant to Wis. Stat. §66.0827, a 3rd or 4th class City may establish utility districts, and may direct that the cost of utility district highways, sewers, *sidewalks*, street lighting and water for fire protection not paid for by special assessment be paid out of the district fund. Further, Wis. Stat. §66.0827(2) provides that the fund of each utility district shall be provided by taxation of the property in the district. This option would be in the form of a special tax, and any funds received would be held in a segregated utility district fund. It requires a ¾ vote of the all the members of the governing body to establish a utility district.

However, a limitation exists in that Wis. Stat. §66.0827(6) likely prevents a municipality from establishing a Utility District that is coterminous with the boundaries of the municipality. This subsection is directed at consolidations of municipalities, but would most likely also apply to Utility Districts established within a single municipality. The result of this limitation is that a municipality would need to define a sidewalk utility district's boundaries within the municipality and those properties within the district's boundaries would fund the utility. The test for which properties could be included within those boundaries is whether those properties receive a higher level of services than those properties in the municipality at large. Obviously, this creates a challenge of determining exactly where the boundaries of a Sidewalk Utility District should be drawn.

Summary

Funding a sidewalk utility presents legal challenges, and I would advise against implementing a fee charged against every property owner on an equal basis. In my opinion, this would strongly resemble a tax, and as such would be subject to Constitutional challenges. However, there are some other options that may be available, and there is no restriction against using multiple funding sources for a utility.

Lastly, referendums could be used to fund the PATHS system through the general levy. This could be a combination of an advisory referendum for the borrowing for the capital expenses related to the project, and a binding referendum to exceed levy limits for the ongoing maintenance and operational costs.

MEMO

TO: Mayor Tierney & Common Council
FROM: Shawn Murphy, City Administrator 
DATE: 3/20/15
Re: Special Assessment Process

Wisconsin Statutes allow municipalities to levy special assessments against benefitting properties for public improvements. There are 2 general forms of special assessments; police power or taxing power. Police powers allow municipalities to special assess the cost of acting to protect the health, safety and welfare of the public. Taxing power allows municipalities to special actual cost of benefits conferred to a specific property. Police power special assessments require the municipality to determine the benefit and assess the cost thereof by a reasonable basis whereas taxing power requires a municipality to calculate the actual amount of benefit to a specific property. There are many eligible types of special assessments within those 2 general categories. This memo will only deal with special assessments for public improvements.

The process of special assessing public improvements, delinquent utility bills, special charges for services are the most commonly utilized forms of special assessments. The procedure for initiating, implementing and finalizing a special assessment is dictated by state statute (66.0703). Failure to follow the procedure as specified will render the procedure null and void and/or subject the municipality to legal challenges.

Specifically, the process starts with the adoption of a preliminary resolution which legally declares the Council's intent to exercise special assessment powers for a stated purpose or improvement; a description of the area which will be subject to the special assessments; the proportion of total cost of the project that will be specially assessed, payment options and authorization/order to a municipal official to prepare a report on the proposed work and the proposed assessments. The prepared report is also governed by statute in that it must include plans & specifications, an estimate of the entire project cost and the proposed assessments by benefitted property.

The report must be completed before notice of a public hearing on the report is issued. Upon receiving the report, the City Clerk is authorized to place a notice of a public hearing in the newspaper and mail to every affected property owner of the date, time and place in which the hearing will occur. The notice must be published/mailed no less than 10 days or no more than 40 days prior to the hearing. The notice must include a description of the project, the intended limits of properties so affected by special assessments, time(s) and place(s) where the report may be viewed, along with the hearing location, time and date. The hearing is required and is intended to provide an opportunity for affected property

owners to comment on the proposed improvements and/or assessments. If all affected property owners sign a waiver of notice and hearing, no hearing is necessary. The Council may direct a municipal official (as authorized in the preliminary resolution) to alter the plans and specifications of the project after the hearing is completed, if necessary to accomplish a fair and equitable assessment.

After the hearing is held the Council is asked to approve, disapprove or modify the report and proceed with the project and special assessments as proposed through the adoption of the final resolution. The final resolution must contain the following:

1. Authorization to proceed with the proposed project and special assessments;
2. Number and terms of repayment installments allowed;
3. How special assessments will be collected, including due date, penalties and interest and failure to pay will result in placement against property taxes.

The final resolution is published and mailed. Special assessments may be lowered from estimated amounts included in the final resolution without notice and public hearing. However, if special assessment amounts increase materially, properties to be assessed were not included in final resolution or it is determined the municipality needs to utilize the other optional special assessment power; a notice, hearing and final amended resolution adoption must be undertaken. This is the reason, the final resolution is adopted at the time or shortly after bids for the project are awarded. A property owner affected by special assessment may file an appeal within 40 days of adoption of final resolution if they believe the assessment is not fairly and equitably conveying the cost of the benefit to the property.