

**City of Portage Common Council Meeting  
Council Chambers of City Municipal Building  
115 West Pleasant Street, Portage, WI  
Regular Meeting – 7:00 p.m.  
February 25, 2016  
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 Committees, Sub-Committees, Boards, and Commissions
    1. Historic Preservation Commission, February 3, 2016
    2. Finance/Administration Committee, February 8, 2016
    3. Parks and Recreation Board, February 9, 2016
    4. Emergency Planning Committee, February 12, 2016
    5. Plan Commission, February 15, 2016
    6. Airport Commission, February 17, 2016
  - B. License Applications
    1. Operator
7. Unfinished Business
  - A. Ordinances
    1. Ordinance No. 15-007 relative to Miscellaneous Offenses (Regulation of Smoking, E-Cigarettes) Tabled 05/14/15 until such time the State Legislature takes action on the proposed legislation
8. New Business
  - A. Ordinances
    1. Ordinance No. 16-002 relative to Parks and Recreation (Alcoholic Beverages in Parks)
    2. Ordinance No. 16-003 relative to Floodplain Zoning
  - B. Resolutions
    1. Resolution No. 16-007 relative to Proposing to Discontinue that Portion of Townsend Street Lying East of Superior Street and West

of Wauona Trail, and that Portion of Averbeck Street Lying East of US Highway 51 (New Pinery Road) and West of Adams Street, and Those Portions of Bennett Drive Located North of Collins Street in the City of Portage, Columbia County, Wisconsin, Pursuant to Wis. Stat. §66.1003

- C. Consideration of Recommendation for Agreement with Columbia County Fair Board for Use of Veterans Memorial Field Facilities
  - D. Consideration of Recommendation to Reallocate Funds and Award Contract to Replace Wastewater Treatment Plant Roof
  - E. Consideration of Recommendation for Developer Agreement with Columbia County including Shared Use Parking Agreement
  - F. 2016 MS Awareness Week Proclamation
  - G. Mayor's Comments
    - 1. Portage Area Community Fund
  - H. City Administrator Report
    - 1. Newsletter
    - 2. Primary Election Wrap Up and Spring Election Preview
9. Adjournment

Common Council Proceedings  
City of Portage

Regular Meeting  
Council Chambers  
City Municipal Building

February 11, 2016  
7:00 p.m.

**1. Call to Order**

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

**2. Roll Call**

Present: Ald. Charles, Dodd, Hamburg, Klapper, Kutzke, Lynn, Maass, Monfort

Excused: Ald. Havlovic

Also Present: Mayor Tierney, City Clerk Moe, City Administrator Murphy, City Attorney Spankowski, Director of Public Works/Utilities Manager Jahncke, Police Chief Manthey

Media Present: Jonathan Stefonek from Portage Daily Register, Bill Welsh from Cable TV

**3. Pledge of Allegiance**

The Pledge of Allegiance was recited.

**4. Approval of Agenda**

No changes.

**5. Minutes of Previous Meeting**

Motion by Klapper, second by Charles to approve minutes of the January 28, 2016 Common Council meeting. Motion by Maass, second by Kutzke to amend the minutes as follows: the second paragraph under Resolution No. 16-004 relative to Petitioning the Secretary of Transportation for Airport Improvement Aid, the second sentence should read (correction highlighted): "According to Ald. Maass, the BOA and **FFA** **FAA** are not constructing **new** airports." Motion carried unanimously on call of roll. The original motion, as amended, carried unanimously on call of roll.

**6. Police Commendations for Incident in the 200 Block of West Burns Street**

Police Chief Manthey presented letters of commendation for the incident in the 200 Block of West Burns Street on December 2, 2015 to the following members of the Portage Police Department: Sgt. Eric Walters,

Sgt. Ben Neumann, Officer Bill Charlebois, Det. Lt. Dan Garrigan; and to the following members of the Columbia County Sheriff's Department: Sgt. Tim Schultz, Deputy Greg Kaschinske, Deputy Derek Jesko, Deputy Wesley Austin-Nash, Lt. Rich Hoege.

**7. Consent Agenda**

Reports of Sub-Committees, Boards, and Commissions

Business Improvement District Board of Directors meeting of January 25, 2016

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

License Applications

Operator license applications for Rebecca R. Christensen, Shantel A. LaVigne, Skylar Reynolds, Trevor R. Wallace, Erica A. Westenburg.

Taxi cab operator license application for Megan S. Lange.

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

**8. Committee Reports**

Municipal Services and Utilities Committee meeting of February 4, 2016

Finance/Administration Committee meeting of February 8, 2016

Motion by Dodd, second by Charles to approve claims in the amount of \$1,361,077.95. Motion carried unanimously on call of roll.

**9. Unfinished Business**

Ordinances

Ordinance No. 15-007 relative to Miscellaneous Offenses (Regulation of Smoking, E-Cigarettes) Tabled 05/14/15 until such time the State Legislature takes action on the proposed legislation. No action taken.

**10. New Business**

Resolutions

Resolution No. 16-005 relative to Rayovac Lift Station Replacement Bid Rejection was read and adopted unanimously on motion by Dodd, second by Hamburg and call of roll.

Resolution No. 16-006 relative to Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703 of the Wisconsin Statutes (2016 Street and Utility Improvements) was read and adopted unanimously on motion by Hamburg, second Charles and call of roll.

Mayor's Comments

Plan Commission will begin reviewing the Comprehensive Plan.

Department Report - Police

Police Chief Manthey reported on the heroin epidemic; the amount of staff time taken up with emergency detentions; the difficulties law enforcement is encountering nationwide with hatred towards cops; the cooperation between local agencies.

City Clerk Moe went through the Photo ID and Election Day registration requirements for the upcoming election.

**11. Adjournment**

Motion by Charles, second by Dodd to adjourn. Motion carried unanimously on call of roll at 8:01 p.m.

Marie A. Moe, WCPC, MMC  
City Clerk

Date Approved: \_\_\_\_\_

**City of Portage  
Historic Preservation Commission  
Wednesday, February 3, 2016, 6:00 p.m.  
Municipal Building, 115 West Pleasant Street  
Conference Room One  
Minutes**

**Members Present:** Doug Klapper, Chairperson; Kristin Droste, Erin Foley, Gayle Mack, Stephanie Miller-Lamb

**Guests Present:** Rita Maass (City Council); Bill Welsh (Cable TV)

**1. Roll call**

Klapper called the meeting to order at 6:04 pm.

**2. Approval of previous meeting minutes**

Miller-Lamb moved that Commission accept the minutes as written for the meeting of January 6. Droste seconded the motion, which passed unanimously by roll call vote.

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

No claims were presented.

**4. Discussion and possible action on Municipal Register**

Nothing needs discussion at this time.

**5. Discussion and possible action on National Historic Preservation Month Activities**

At the last meeting, Droste suggested a coloring book be produced for National Historic Preservation Month. Foley suggested that images of Portage buildings drawn by her mother, Joan Ryan Foley, might be used for this purpose. Scans of the images were passed around, and options such as calendars and note cards were discussed. Miller-Lamb's photo scavenger hunt images were also suggested as calendar images. Droste will check with the Fire Department about where they have coloring books printed. She and Foley will check on printing options and report at the next meeting. Klapper will check with Judy Eulberg about giving tours during May.

**6. Discussion and possible action on new Commission members**

Bill Kutzke, the District 6 council member, may have a person to recommend as an HPC Commissioner. Foley passed out a draft version of a letter to the editor noting that HPC memberships are available.

**7. Update on proposed Sign Ordinance**

Steve Sobiek discovered a 2015 U.S. Supreme Court decision in *Reed v. Town of Gilbert* that found municipal sign ordinances might violate freedom of speech rights. The International Municipal Lawyers Association is drafting a model Ordinance to comply with the Reed decision. Portage's ordinance will not be discussed further until there are samples of ordinances that do not violate this finding.

**8. Discussion and possible action on parking lot naming**

Klapper noted this was an older project. Commission members wondered if the names proposed by the HPC in 2011 would be better than the current names in all cases. It was suggested that a historic marker might be placed at the sites proposed, but that all the parking lots not be renamed. Maass noted that city parks now have addresses;

perhaps the city's parking lots do also. Klapper will check with the department that proposed the project, and report back at a later meeting.

**9. Discussion and possible action on Historic Preservation Ordinance**

Proposed legislation might make it possible for private owners to refuse municipal register designations for their properties. This will be discussed at a later meeting.

Sec. 34-31 of Portage's Code of Ordinances states that the HPC should have nine members. Current membership is only five, which makes it difficult to have a quorum at all meetings. Before requesting that the Common Council change the ordinance, Klapper will check with Joe DeRose to see if there is a state rule for number of members on a historic preservation commission.

**10. Update on Capital Improvement Plan**

HPC members discussed the Capital Improvement plan, which has Museum exterior repairs on the list of projects. Mack noted that a plan to repair the handicapped ramp is being worked on. She was pleased that Museum building repairs are on the Capital Improvement Plan, with \$100,000 set aside for repair and improvements through 2020.

**11. Discussion on possible topics for future HPC meeting agendas**

- Tim Heggeland discussing the Updated Intensive Historical and Architectural Survey;
- Historic Preservation Ordinance membership rules;
- Upcoming meeting of the Wisconsin Association of Historic Preservation Commissions;
- National Historic Preservation Month activities;
- HPC coloring book or calendar;
- Parking lot names;
- Upcoming meeting dates: March 17 and April 21.

**12. Adjournment**

Chair Klapper adjourned the meeting at 7:23 pm.

Respectfully submitted,  
Erin Foley  
Secretary

Date Approved:

**City of Portage  
Finance/Administration Committee Meeting  
Monday, February 8, 2016 6:00 p.m.  
City Municipal Building, 115 West Pleasant Street  
Conference Room One  
Minutes**

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

Member Excused: Martin Havlovic

Also Present: Administrator Murphy, Finance Director Mohr, Vern Gove - County Board Chairperson, Kirk Konkel - County Board Supervisor, Bill Welsh – Cable TV

**1. Roll call**

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

**2. Approval of minutes from January 11, 2016.**

Motion by Charles, second by Klapper to approve minutes from January 11, 2016.  
Motion carried 4-0 on call of roll.

**3. Discussion and possible recommendation on Developer Agreement with County including Shared Use Parking Agreement (Agenda item 5).**

Dodd requested this item be moved up in respect to Gove & Konkel's time, committee agreed.

Murphy reviewed the Intergovernmental Development Agreement between the City and Columbia County regarding the construction of 2 multi-story institutional/office building with surface parking lots along with the Joint Use Agreement for shared use of Market Square Parking Lot. Murphy indicated the County has attained CSM, site plan and CUP approvals from Plan Commission. Murphy noted additional information that was obtained subsequent to posting the packet: section 3.A.4. the Sewer Connection Fee is \$6,500 with a look back provision after 2 years; Section 3.A.7 Fee in lieu of Storm Water Facility \$4679.98, (based on development of pervious area) with 50% reduction acknowledging onsite detention & bio-filtration facilities. Additionally, cost sharing on public improvements were updated in Attachment D to reflect actual bid prices.

Gove and Konkel indicated the County is looking to award 15 of the 18 contracts on 2/9/16 and rebid the remaining 3 which involve projects with the internal structure. It will be an 18 month construction in which they are planning to have an enclosed structure by December, 2016 in order to avoid additional costs of \$200K - \$300K for winter protection.

Murphy reviewed the Shared Use of Market Square Parking Lot Agreement indicating that the agreement is for designation of 60 stalls for County use during the hours of 7:00 a.m. to 6:00 p.m. on weekdays, excluding weekends, holidays, special events, and

snow emergencies. It was further noted that there are 122 total stalls in the parking lot and City conducted surveys of actual use over a period of several weeks and observed no more than 20% utilization currently. The County would be responsible for 25% of the total annual improvement and maintenance costs as defined in the Agreement. The City is responsible for the costs associated with snow/ice control and other maintenance and/or repair as noted in the Agreement.

Lynn indicated that he has a financial interest in property(ies) in the area that under consideration for acquisition by the County, therefore he probably would not vote on the item but inquired as to an agreement between Gruber and the City when part of the parking lot was donated to the City restricting the use of the property and granting ability for Gruber to use the parking lot. Lynn further felt the County should participate in the cost of snow removal as part of the rental agreement. He also felt the actual use of Market Square was underreported as there may be an increasing need to have parking as the down town business area expands.

Dodd indicated that he is not aware of any agreement between the party who donated the parking lot property and the City and to his recollection this would have transpired over 100 years ago. Murphy indicated that the City is responsible for the snow removal in the parking lot currently and retains the ability to maintain full possession of the lot for snow emergency off street parking. Therefore snow removal responsibility falls on the City. Murphy pointed out that there will be one more intergovernmental agreement with the County and DNR for dredging in which the City would be responsible to provide the sand.

Lynn expressed that the disposition of the restricted use and access by Gruber needs to be resolved before the Council votes on these agreements. Murphy offered to have a title search report conducted of Market Square to determine if there are any such restrictions. The Committee agreed.

Motion by Klapper, second by Charles to recommend the Development Agreement between the City and Columbia County and the Shared Use of Market Square Parking Lot Agreement with a title search performed to determine if there are any restrictions on the use of the parking lot. Motion carried 3-0 on call of roll with Lynn abstaining.

#### **4. Discussion and possible recommendation on claims.**

Mohr reviewed the high levels claims pointing out the 2016 appropriations were paid to the various organizations (\$18K Columbia County Humane Society; \$7K Oak Grove Cemetery; \$31K Silver Lake Cemetery; \$10K DPI; \$10K Historic Indian Agency House) along with refunds to Augusta Housing Mgt and Kwik Trip for overpayment of taxes and \$4,455 to Electric One for the beacon light on the water tower at the airport which was split \$1,570 to Water and \$2,885 Airport as previously discussed.

Motion by Klapper, second by Charles to recommend approving claims in the amount of \$1,361,077.95. Motion carried unanimously on call of roll.

**5. Discussion and possible action on training request for Moe, IIMC.**

Murphy indicated that Clerk Moe is looking for approval to attend and out of state training from the IIMC to be held in Omaha, NE in May 2016. Registration costs \$600 and hotel is \$470 for a total of \$1,070. Moe is paying for transportation on her own. The amount is in the 2016 budget.

Motion by Klapper, second by Charles to approve the above training request in the amount of \$1,070. Motion carried unanimously on call of roll.

**6. Discussion and possible recommendation on reallocation of fund for WWTP roof replacement.**

Murphy reviewed Director Jahncke's Memo regarding the emergency roof repair at the WWTP. Seven proposals were received staff is recommending the lowest proposal from Long Life Roofing Company in the amount of \$25,320. An additional amount of \$4,680 is requested to cover potential unknown damage due to the leaks for a total of \$30,000. As the roof replacement was not budgeted staff is recommending the reallocation of funds from the Ray O Vac Lift Station borrowing. Murphy provided a memo summarizing this and reallocation for several other WWTP repairs with the remaining funds used to offset proposed 2016 borrowing for sewer projects. The Ray O Vac lift station project was delayed until 2017 to ascertain participation from the State on funding to relocate and add improvements related to waste from the prison.

Lynn requested staff to provide the square footage of the roof before the February 25<sup>th</sup> Council meeting.

Motion by Klapper, second by Charles to recommend the award to Long Life Roofing Company in the amount of \$25,310 along with the reallocations from the Ray O Vac Lift Station borrowing as proposed in Murphy's memo. Motion carried unanimously on call of roll.

**7. Discussion and Possible Action on Funding Evaluation of 2016 Capital Projects.**

Murphy reviewed the proposed borrowing for the 2016 capital projects which falls within the current Debt Policy Limit of 3% of Assessed Value or \$16.4M. It was noted that the internal Debt Policy Limit is well under the State Statute (67.03) Limit which is 5% of Equalized Value or \$28.1M

Murphy further stated that the Internal Debt Policy Limit will curtail what is needed for future capital needs and offered various funding options for the committee to consider:

- A. Wheel Tax – which would provide approximately \$100K
- B. Transportation Utility - \$720K
- C. Transfer Streetlights/Traffic Signals to Utility - \$140K
- D. Transfer Hydrant Charges - \$300K – requires corresponding reduction in levy

The committee directed staff to further pursue the Transportation Utility as this would spread costs over a wider base. (including tax exempt properties). Support was

expressed for segregating utility debt included with GO debt from the City's internal limit.

Lynn indicated he would be in favor of borrowing money to support economic development such as affordable housing where the city would be the developer. He would further be in favor of raising the Internal Debt Policy Limit if the borrowing would be used for economic development. Murphy indicated that the City has that ability currently with the CDA and ED.

The City will not be able to fund desired projects scheduled over the next several year without immediate resolution to debt limitations.

Dodd questioned how much GO Debt is scheduled to be paid off each year; staff will prepare this information. He also stressed that the life of the debt needs to correspond with the life of the improvements.

**8. Adjournment.**

Motion by Charles, second by Klapper to adjourn the meeting at 7:57 p.m. Motion carried unanimously on call of roll.

Jean Mohr, Finance Director

Date Approved:

# PORTAGE EMERGENCY PLANNING COMMITTEE MEETING

Minutes for Friday, February 12, 2016

**MEMBERS PRESENT:** Fire Chief Simonson, Police Chief Manthey, Police Dept. Admin. Lt. Klafke, City Attorney Spankowski, County Emergency Mgmt. Kathy Johnson, Dir. Of Public Works/Utilities Jahncke, Mayor Tierney, and Director of EMS/EP Erdmann.

**MEMBERS EXCUSED:** School Admin. Poches, Railroad Train Master Bauer, Fire Captain Hudgens, and City Administrator Murphy

Meeting was called to order at 10:10 a.m.

1. **APPROVAL OF MINUTES FROM LAST MEETING**

A motion was made by Police Chief Manthey and seconded by Dir. Of Public Works Jahncke to approve the minutes from the October 30, 2016 meeting. Motion passed.

2. **OLD BUSINESS:**

Hazmat Course Updates: Chief Simonson is looking for some classes to possibly be held on weekends. There is a Hazmat Tech 80 course that begins February 16 and runs through April 2, 2016.

Mass Fatality Planning: Kathy Johnson advised that this has been completed.

3. **NEW BUSINESS:**

Wisconsin River Water Levels: Kathy Johnson advised that is river level is down now. There hasn't been any forecast given to them by the National Weather Service yet. She advised that back in December the river was 18.15", which is the highest it has ever been in December.

Active Shooter Joint Training: Keith Klafke advised that last month there was a joint training session held with the Police Officers, County Sheriff Deputies, Firefighters, and Divine Savior EMS at the old nursing home. Looking at setting up additional training in the evening for those that could not attend during the day; possibly to be held at the high school or the Portage Enterprise Center possibly during the summer. A planning committee will be set up to put this together.

Dane County Bomb Squad/54<sup>th</sup> Civil Support Team: Chief Manthey advised that his department had the Bomb Squad and Civil Support Team deployed here for a possible meth lab in a residence. They also found what was a suspicious looking IED device – which turned out not to be a bomb. He commended their response and professionalism during this incident.

Severe Weather/Tornado Procedure for City Hall: Chief Simonson advised that he has revised these procedures and will be posting them throughout City Hall so that anyone working, visiting, and conducting meetings here will know what to do in case an emergency arises.

4. **OTHER BUSINESS:**

Jon Erdmann advised that the Joint County Health Coalition will be conducting a seminar on Ebola on May 18, 2016 at the Alliant Energy Center. More information will be coming regarding this and will be given to this committee at the next meeting in April.

Chief Simonson advised the committee that he will be on medical leave from March 24 through May 1, 2016 and Keith Klafke will be his backup during any emergencies that may come up.

Kathy Johnson advised that a Pre-Disaster Mitigation FEMA Grant may be coming available possibly late spring.

5. **ADJOURNMENT**

A motion was made by Mayor Tierney and seconded by Chief Manthey to adjourn the meeting at 10:32 a.m. Motion passed.

The next meeting is scheduled for Friday, April 29, 2016 at 10:00 a.m. in Conference Room #1.

Respectfully submitted,

Chris Essex  
Recording Secretary

/ce

Date Approved:

**City of Portage  
Park and Recreation Board Meeting  
Tuesday, February 9, 2016, 6:00 p.m. Regular Meeting  
City Municipal Building, 115 West Pleasant Street  
Conference Room One**

**1. Roll Call**

The meeting called to order at 6:00 pm by Chairperson Zirbes. Members present: Brian Zirbes, Chairperson, Larry Messer, Rita Maass, Mike Charles, and Todd Kreckman.

Parks and Recreation Manager Dan Kremer, City Administrator Shawn Murphy, Kent Fish, Kory Anderson and Paul Becker were in attendance.

**2. Approval of January 12 meeting minutes.**

Motion was made by Charles to approve the minutes from the January meeting with an amendment noting board member Maass was not present for the approval of the December 15, 2015 minutes as she arrived following the vote at 6:05 p.m., and the roll call should read Motion carried on a 3-0 roll call vote. Second by Maass. No further discussion.

Motion carried on a 5-0 roll call vote.

**3. Discussion and possible action on Silver Lake Beach Wall**

Manager Kremer introduced Kent Fish and Kory Anderson from General Engineering and asked the board to focus the discussion to the issues of cracks and the structure of the wall and the color.

Kreckman lead the discussion by reminding the board that, as previously discussed, the cracks are there and that the wall is not a good look for the City. Maass felt that the cracks appeared too quickly to be satisfactory. Fish defended the nature of concrete with control joints and that there is going to be shrinkage within the concrete structure and cracks going all the way through the wall. The cracks will expand and contract with the weather. Zirbes asked if there was a sealant to fix the cracks and Fish indicated that the structure is sound and offered an epoxy fill solution, but that it would not be an esthetically pleasing solution.

Kremer announced the Lake Delton plant felt, had they had a sample, they could have matched the color of the wall closer to the beach structures than what the current color is. He added, the contact in Janesville felt they had had the right color and that it was approved by Park Board. Kremer stated the color of the wall is DOT Red and stained clear through. It was not a special blend to match the variations in the desired matching color.

Kremer recommended the board come up with a cost for some options, such as using a sealant, staining or antiquing the wall back to a more blended color.

Charles recommended trying several options on the first cap pieces located at the waste site at the fairgrounds to determine the best option. Fish also recommended this process.

Kremer indicated he will contact the contractor to see if they can achieve a suitable result using the proposed techniques or give their own options. If they can achieve a suitable result, he then recommends proceeding and closing out the contract. If they cannot, then keep the final retainage and seek another option.

Motion was made by Maass to move forward with Manager Kremer's recommendations and to have this accomplished by Memorial Day weekend. Second by Charles.

With further discussion by Fish that the timeline is reasonable and the project should fall within a \$5,000-\$10,000 amount, well within the retainage. Fish recommended not leaving it up to the current contractor.

Motion carried on a 5 – 0 roll call vote.

**4. Discussion and possible action on Fair Board Agreement.**

Manager Kremer introduced Fair Board President Paul Becker and provided a draft of the proposed 2016 Fair Board Agreement. Highlighted areas regard acknowledgement of the VMF's master plan and the relocation of the Varsity soccer field and its use; relocation of buildings, construction of new facilities and how it may affect access roads and building use.

Kremer pointed out that a three year agreement was being presented and the new agreement now ended at the end of 2018 instead of annually. The 2016 rental details protecting the Varsity soccer field are outlined with 2017 and 2018 green space area use changes stated based on the Varsity soccer field change being completed in 2016. Charles wanted assurance that if the current soccer field is still needed in 2017, the fair board would still follow the 2016 parameters. Becker felt the Fair Board would be more than willing to cooperate if given enough notice.

Motion was made by Charles to recommend to Council the approval of the Columbia County Fair Board Agreement as presented with the additional provision for a possible need to keep the soccer field pristine in 2017 season with a date of notice given to the renter no later than May 1<sup>st</sup>, 2017. Second by Kreckman.

Motion carried on a 5 – 0 roll call vote.

**5. Discussion and possible action on alcohol in the parks ordinance.**

Manager Kremer explained this regulation ordinance was sent back for further direction and focus by the Park Board and presented revisions suggested by Council in relation to the

the word 'possession' in the ordinance. After conferring with Portage Police Chief Manthey and Lieutenant Klafke, who discussed the spirit of the law versus the letter of the law for ordinance enforcement, Kremer clarified that no ticket could be issued without the word 'possession' included in the ordinance if an individual wasn't seen actually drinking or using the banned product. Kremer gave examples of conflicting issues at various parks that both citizens and police officers may have with enforcing citations as this ordinance is currently written. Silver Lake Beach, the green space and parking lot enforcement would be the most difficult area. Enforcing no alcohol or tobacco at the beach area between Memorial Day and Labor Day was also a suggestion.

Kremer suggested focusing the ordinance on Riverside and Goodyear Parks and redraft the Silver Lake Beach area as a separate issue. He noted that there have not been any issues at the beach to date to his knowledge.

Maass stated she is aware that Council members have issues with the word "possess" since the ordinance is restricting something people can normally possess. She said after carefully studying this ordinance she could no longer support it. She understands restricting use at the Little League Complex and Goodyear Park, but beyond that the City would be stepping on people's toes.

Kreckman agreed that enforcing the ordinance at the beach parking lot should be excluded. Allowing drinking on one side of the wall and not the other is impractical and he doesn't feel comfortable leaving the situation up to the discretion of police officers. Zirbes reminded Kreckman that there is an ordinance already in place that prohibits alcohol at the beach. Kreckman stated he has no problem enforcing the no drinking in the park, but that the parking area is too difficult.

Discussion followed about past issues at Riverside Park and the reasons why the word possession was suggested versus the word consuming. Messer felt Riverside Park is a problem and suggested the board come up with an ordinance to enforce no open intoxicants at Riverside Park.

Kremer recommended the City Attorney craft the wording of the ordinance and encouraged the board to set the directive.

Motion was made by Zirbes to re-adopt Ordinance No. 16-002 with amendment that the parking lot and the retaining wall references be removed from the Silver Lake Beach (d) and limit the no drinking , no tobacco to the fenced in areas. Second by Messer.

Motion carried on a 5 – 0 roll call vote.

## **6. Old Business Update**

### **A. MOU Boys Hoops Club**

Kremer informed the board that since this item was brought before the board, a request was presented from the hoops club asking for money to be contributed by the City. The groups still intends to build the court, but they feel more comfortable if the City would contribute a portion. They requested the City contribute \$15,000 and more information would be brought at the next meeting. Discussion followed in relation to what made the proposal change.

**7. New Business**

Zirbes suggested moving the Park and Recreation board meetings to meet before the Finance Committee meets.

**8. Manager's Report**

A. A report and donation from Richard Lillie's metal detecting.

Kremer shared a letter from Lillie where he detailed items he discovered in the parks while using the newly established Metal Detecting permit system. 6 permits were issued in 2015.

B. Soil Boring at the Soccer Field

were done last week and the reports should be finished within the next 2 weeks. Once we have the soil boring information, the information needs to go to the lighting manufacturing so they can build the pole specifications. The school has decided to order the bases once we have the plan finished. Once the soil boring reports are available the construction documents from Rettler Company will be available.

C. The Summer Program Brochure is currently being worked on by Leslie along with The O'Brion's Agency and should be available for review at the next board meeting

D. The first ever dance recital will be performed on February 29<sup>th</sup> at the Rusch stage. We have 24 participants. Bob Viking will be doing the announcing.

**9. Adjournment**

Zirbes asked all in favor to adjourn say Aye. No nay's. Motion Passed.

Meeting adjourned at 7:22 pm.

Respectfully submitted  
Leslie Hawkinson  
Park & Recreation Department

Date Approved:

**City of Portage**  
**Monday, February 15, 2016**  
**Plan Commission**  
**6:30 p.m.**  
**City Municipal Building, 115 West Pleasant Street**  
**Conference Room 2**

Members present: Mayor Bill Tierney, Chairperson; Aaron Jahncke, City Engineer, Jan Bauman, Mike Charles, Carolyn Hamre, Peter Tofson, and Brian Zirbes.

Others present: Administrator Murphy, Director Sobiek, Bill Welsh, and Peter Smith

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

Charles asked that on page 1 he be recorded in the minutes as attending the public hearing from 6:25 p.m. to 6:34 p.m.

Charles asked that the vote on the motion appearing on page 4, last paragraph, be changed to remove Charles and that the Motion passed 6-0 instead of 7-0.

Administrator Murphy asked that Mr. Kremer's name be corrected on page 6.

Director Sobiek indicated that Airport Commission Chair Maass requested that paragraphs 3 and 4 of page 4 be changed to read as follows, "Zirbes asked why the entire City-owned adjoining parcels on the eastern side of the Airport were not circled for inclusion as airport property. Maass indicated that the entire parcels could be considered as additional airport property and that the circled areas of the parcels simply indicated the minimum clear zone required.

Zirbes indicated his approval of this change.

Motion by Tofson, second by Zirbes to approve the minutes, as corrected, from the January 18 Joint Airport and Plan Commission meeting. Motion passed 7 to 0, on call of the roll of the Plan Commission.

**3. Discussion and possible action on CSM for Bruce A. Smith Little League Complex, Veterans Memorial Park, Parcels 78, 78.A, 57, and 31.B .**

Director Sobiek reported that this CSM combines four City of Portage owned parcels, bordered by Townsend and Coit Streets, as well as Wauona Trail, into one 7.55 acre (328,944 sq ft) parcel to accommodate construction of the Bruce A. Smith Little League complex as part of the Veterans Memorial Park project. Parcels 78 and 78.A are zoned B-4 General Business and parcels 57 and 31.B are zoned R-2 Residential. Since "Active Outdoor Public Recreation" is a permitted use by right in both the R-2 and B-4 zoning districts, Staff recommends that the Plan Commission approve the CSM contingent upon satisfactorily obtaining the same zoning designation for both sets of parcels, specifically R-2 zoning. This requires a zoning amendment.

This will present a couple of challenges as it will delay the ability of the City to move forward with the CSM until the zoning amendment ordinance is adopted (approximately 45-60 days), as a public hearing on the re-zoning will need to be scheduled and

A discussion to present the issues and present a zoning amendment for the parcels and schedule a public hearing can take place in March. Action on the CSM could occur after a Zoning Amendment recommendation is provided by Plan Commission, prior to Council's final consideration.

Motion by Charles, second by Zirbes, to recommend that the City Council hold a hearing on a zoning amendment to rezone parcels 78 and 78.A as R-2 Single Family. Motion passed 7-0 on a call of the roll, with Tierney, Jahncke, Bauman, Charles, Hamre, Tofson, and Zirbes voting yes.

**4. Discussion and Possible Action on Townsend Road Street Vacation**

Zirbes outlined the need to vacate Townsend Road from Wauona Trail to Superior Street to accommodate the development of the new soccer fields as part of the Veterans Memorial Park development plan. The Park and Recreation Board reviewed this plan and recommends this street vacation

Director Jahncke indicated ATC and Alliant Energy would run an electrical easement through what would be the vacated street right of way, once the vacation occurs.

Hamre asked why the soccer fields were flip flopped. Zirbes responded that this was done to allow more room for the fields to the North.

Tofson asked if the Veterans Memorial Field soccer field concept plan was shared with the Plan Commission previously. Administrator Murphy indicated it was presented to the Plan Commission in 2015.

Zirbes recommended renaming the remaining segment of Townsend Road East Townsend Road, or another name, to alleviate confusion for emergency responders.

Motion by Zirbes, second by Tofson, to recommend the City Council hold a public hearing to vacate Townsend Street between Superior Street and Wauona Trail. Motion passed on a call of the roll, with Tierney, Jahncke, Bauman, Charles, Hamre, Tofson and Zirbes voting Yes.

**5. Discussion and possible action on Alta/ACSM for Winport Holdings, parcels #2021, #2234, #2031.B, City of Portage and vacation of Averbeck Street.**

Director Jahncke reported that Winport Holdings, LLC, the new owner of the former Poly-One facility at 1320 and 1325 Adams Street, is seeking approval of this Alta Survey to address and clean up a number of issues, referencing them in the ACSM, including:

- Street encroachment issues - The City and Winport Holdings, LLC entering into encroachment agreements for 1320 and 1325 Adams Street allowing Winport Holdings' portions of the building(s), parking and property use to encroach onto E. Albert Street and Adams Street.
- Averbeck Street (undeveloped) being vacated between New Pinery Road and Adams Street.
- Wisconsin Power and Light (Alliant Energy) securing an easement in the vacated Averbeck Street ROW.
- City storm sewer easement.

As part of this ACSM, the Plan Commission will need to consider recommending the street vacation of that portion of Averbeck Street. Administrator Murphy and Director Jahncke outlined the Averbeck Street vacation area and the encroachment areas

Motion by Zirbes, second by Charles, to recommend holding a hearing before the City Council to vacate Averbeck Street, between Hwy 51 (New Pinery Road) and Adams Street. Motion carried 7-0 on a call with Tierney, Jahncke, Bauman, Charles, Hamre, Tofson and Zirbes voting Yes.

**7. Discussion and possible action on the CSM for Peter Smith, parcel 1330.5**

Director Sobiek outlined Mr. Smith's request to combine Lots 13 and 14 into one 14,975 square foot lot at 315 Oneida Street. He is seeking to add an addition to his shed building to accommodate business growth. The Board of Zoning Appeals has approved a variance allowing for the shed addition. The parcel is zoned M-1 Industrial. Minimum street frontage of 50 feet and minimum lot width of 100 feet are met for this zoning district, although the 14,975 square foot (.34 acre) lot is shy of the 20,000 square foot minimum lot requirement. The new Lot 1 would be in line with adjacent parcels in approximate lot size.

Mr. Smith indicated he is revising his addition plan and it will extend 16 feet from the west side of the shed building.

Motion by Charles, second by Hamre to approve the CSM for Peter E. Smith. Motion passed 7-0 on a call of the roll with Tierney, Jahncke, Charles, Hamre, Tofson, Zirbes and Bauman voting Yes.

#### **7. Discussion and possible action on FEMA FIS Map Panel Revision**

Director Jahncke reviewed the FEMA determination that the City of Portage update its flood insurance rate maps and flood insurance study for Columbia County into the City's flood plain ordinance in order to remain in the National Flood Insurance Program. The City has used the Wisconsin DNR's model ordinance in this regard. He then outlined the changes he recommends in the ordinance, as contained in his February 9 Memo to the Commission.

Motion by Hamre, second by Charles, to approve the changes recommended to the City's flood plain ordinance as presented and outlined by Director Jahncke in his February 9 Memo. Motion passed 7-0 on a call of the roll, with Tierney, Jahncke, Charles, Hamre, Tofson, Zirbes and Bauman voting Yes.

#### **8. Comprehensive Plan Discussion for March Meeting.**

Mayor Tierney asked Commissioners to review the 51 Point Action Plan in the City's Comprehensive Plan and bring their thoughts and comments to the March meeting.

Administrator Murphy indicated that he and Director Sobiek and Director Jahncke met to review the status and progress made by the City on these action items. Director Jahncke has prepared a summary of these items' status to be distributed to members.

**9. Adjournment**

Motion by Charles, second by Hamre, to adjourn. Motion passed 7 to 0 on call of the roll. Tierney, Jahncke, Charles, Hamre, Tofson, Zirbes, and Bauman voted Yes.

The Plan Commission meeting concluded at 7:14 p.m.

Respectfully submitted

Steven Sobiek,  
Director, Business Development and Planning

Date Approved:

**City of Portage  
Airport Commission  
Wednesday, February 17, 2016, 7:00 p.m.  
City Municipal Building, 115 West Pleasant Street  
Conference Room One  
Minutes**

**Members present:** Rita Maass, Chairperson; Doug Klapper, Barry Erath, William Kutzke, David Tesch

**Member excused:** Fred Langbecker

**Others present:** Manager Poppy, Director Jahncke, Administrator Murphy and Bill Welsh (Cable TV)

**1. Roll Call**

Meeting called to order at 7:01 pm by chairperson Maass

**2. Approval of minutes from December 16, 2015**

Motion by Kutzke, second by Tesch to approve the minutes.

**3. Approval of minutes from January 18, 2016**

Maass suggested some modifications to item 4, discussion and possible action on Airport Improvements as follows (modifications are highlighted):

Zirbes asked why the entire City-owned adjoining parcels on the eastern side of the Airport were not circled for inclusion ~~into the airport clear zone~~ as airport property.

Maass indicated that the entire parcels could be considered as ~~added clear zones~~ additional airport property ~~and the~~ but the circled areas of the parcels simply indicated the minimum clear zone required.

Motion by Kutzke second by Tesch to amend the minutes with the modifications. Motion on the amendment passed 5 to 0 on call of the roll.

**4. Discussion and possible repairs to Hangers**

Director Jahncke stated that the City received two quotes through Manager Poppy the first quote was from Strander Roofing out of Lodi for \$915.00 and Matt Raimer Construciton out of Portage for \$960.00. Jahncke stated the City's intention was to give it to the lowest proposer unless he was compelled otherwise because the difference was only \$45. Tesch and Erath both stated that the City should keep it local if possible. Tesch then asked if it was possible to negotiate on the proposal. Maass questioned staff whether that was possible. Murphy stated since it was an RFP City staff would be able to negotiate.

Motion by Erath, second by Tesch, to Contact Raimer about the pricing to support local business. Motion passed 4-0 with Kutzke abstaining.

**5. Discussion and possible action on repairs or replacement of hanger doors.**

Manager Poppy stated he couldn't find anybody to service the hangar doors because of age and lack of parts. Kutzke stated in a few we should look into completely replacing them. Maas recommended that there are a couple of City staff people that may be able to help short term. Kutzke then stated if the floor isn't level, we should fix the floor prior to fixing anything else. Poppy mentioned that the hangars may be moved in the future to accommodate a new fueling station location. Maas questioned if the hangars have to be moved or replaced why spend the money. No action on item #5.

**6. Reports**

**a. Director Public Works' report**

Chairperson Maas wanted to have a discussion about the 2016 Airport Sponsors Workshop and the 2016 Spring Conference prior to Murphy leaving at 7:45. After much discussion about everyone's schedule it was decided that staff will attempt to set up the individual meeting for Wednesday, March 30<sup>th</sup> in the afternoon after the general session, while reserving the Wednesday morning as a backup.

Director Jahncke mentioned that himself, Poppy and Murphy will start to look at the statement for project intentions for the airport for the next 6 years this spring and will prepare a resolution prior to the July 1<sup>st</sup> submittal deadline. It will be staff's goal to have the projects and cost estimates completed in March in order to have a document to discuss at the individual meeting on March 30<sup>th</sup> and make any changes to that document after discussion with the BOA.

**b. Manager's report**

Manager Poppy was supposed to report on the Airport Sponsors Workshop and the Spring Conference but with that being discussed earlier he reiterated the importance of attending these conferences.

**7. Adjournment**

Motion by Tesch and second by Erath. Motion passed. The meeting adjourned at 7:38 p.m.

Aaron J. Jahncke, Director of Public Works

Date Approved:

**CdYfUcfigFY[ i `Uf**

KEVIN P. GJAVENIS  
KRISTY A. SZCZESNIAK  
PHILLIS J. WERNING

Summary of Proposed Changes

*This ordinance consolidates separate alcohol regulations for specifically named parks under one section and expanded the number of parks regulated (added Goodyear and Riverside) and added restrictions on tobacco consumption.*

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**ORDINANCE NO. 16-002**

**ORDINANCE RELATIVE TO PARKS AND RECREATION**

**Chapter 54, Article II Park Regulations**

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

**Sec. 54-47. Possession and consumption of alcoholic beverages and tobacco products at municipally owned parks.**

- (a) No person shall possess, smoke or use tobacco products at any of the following park locations:

Bruce A Smith Little League Complex

Goodyear Park

- (b) No person shall possess or consume alcohol beverages at any of the following park locations:

Bruce A. Smith Little League Complex

Goodyear Park

- (c) No person shall possess or consume alcohol beverages or possess, smoke or use tobacco products at any of the following park locations without successful application and issuance of special event permit:

Riverside Park

Silver Lake Beach

- (d) "Silver Lake Beach" shall be defined as the entire park and buildings located within perimeter fence and the sand area located adjacent. This area shall include the playground, bathrooms, shelter and concession stand and the area adjacent thereto.

The following Section is hereby repealed in its entirety:

**Section 54-170. Possession or consumption of alcoholic beverages, glass containers and tobacco products at Silver Lake Beach.**

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

Passed this \_\_\_\_\_th day of \_\_\_\_\_, 2016.

---

W.F. "Bill" Tierney, Mayor

Attest:

---

Marie A. Moe, WCPC, MMC, City Clerk

First reading:  
Second reading:  
Published:

# CITY OF PORTAGE

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



*'Where the North Begins'*

## MEMORANDUM

To: Planning Commission  
From: Aaron J. Jahncke, P.E., Director of Public Works/City Engineer  
Subject: Floodplain ordinance amendment  
Date: February 9, 2016

### Background:

On December 11, 2015 the City of Portage received a letter stating that the City received a Letter of Final Determination (LFD), dated November 16, 2015. The LFD is from the Federal Emergency Management Agency (FEMA) notifying the City that updated Flood Insurance Rate Maps (FIRMs) and Flood Insurance Study (FIS) for Columbia County must be adopted into the local floodplain ordinance within six months. Flood Storage District Maps have also been issued for Columbia County. The City's ordinance must be amended and approved by DNR and FEMA no later than May 16, 2016 or the City will be suspended from the National Flood Insurance Program (NFIP).

### Analysis:

The City last two updates to the floodplain ordinance were in 2013 when the City of Portage updated their entire zoning code and in 2014 when some of the FIRM panels were last updated. The City used the Wisconsin DNR's model ordinance at that time and will only have to change the sections that need updating. The City of Portage must update the following sections to match the DNR's model ordinance and meet DNR and FEMA's requirements of an amended ordinance.

- Section 90-275 (1) & (2): Section 1 had some updated language that needed to be included in the section. Section 2 needed to be updated with the FIRM panels and the new FIS that are dated May 16, 2016.
- Section 90-333 (1)(b): This section needed to include a reference to section 90-412(2)(c) to reflect the DNR's model ordinance. Our ordinance only included a reference to section 90-302 which is general section for hydraulic and hydrologic analysis. This additional section spells out the mapping and modeling requirements for the hydraulic and hydrologic studies for the standards of development.
- Section 90-391(2)(h)2.a.: This section needed to reference subsection 90-391(2)(h)1.a-f. The old ordinance referenced subsection 90-391(2)(h)1.a-b. and e-g. The new referenced section takes the same requirements needed for a non-conforming building that is substantially destroyed by a non-flood disaster for a residential structure and provides them for a non-residential structure. Subsection 90-391(2)(h)1.g never was in the old ordinance nor in the new ordinance.
- Section 90-416 (3)-(8): This section is simply being replaced by section 90-416(3). It looks like there was a formatting error, the language in the old (4)-(8) are now properly referenced in section 90-416(3)(a-e) as in the DNR model ordinance.

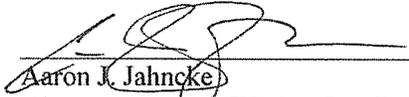
A more detailed document is attached to this memo that shows the changes to the above sections in tracked changes and includes the referenced sections to show how they impact the ordinance.

**Fiscal Note:**

Not applicable. The ordinance was updated using staff time.

**Recommendation:**

It is staff's recommendation that Planning Commission favorably endorse and recommend the ordinance amendments to the City Council for approval and adoption.



Aaron J. Jahncke  
Director of Public Works/ City Engineer

**Attachment(s)**

Flood plain ordinance changes in tracked changes  
Ordinance No. 16-xxx

## ORDINANCE NO. 16-003

### ORDINANCE RELATIVE TO FLOODPLAIN ZONING

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

The following Section is hereby repealed:

#### **Section 90-275 (1) & (2)**

The following Section is hereby recreated to read as follows:

#### **Section 90-275 (1) & (2)**

##### **Section 90-275 General Provisions**

- (1) Areas to be regulated. The ordinance regulates all areas that would be covered by the regional flood or base flood as shown on the Flood Insurance Rate Map (FIRM) or other maps approved by DNR. Base flood elevations are derived from the flood profiles in the Flood Insurance Study (FIS) and are shown as AE, A1-30, and AH Zones on the FIRM. Other regulatory zones are displayed as A and AO zones. Regional Flood Elevations (RFE) may be derived from other studies. If more than one map or revision is referenced, the most restrictive information shall apply.
- (2) Official maps and revisions. The boundaries of all floodplain districts are designated as A, AE, AH, AO or A1-30 on the maps based on the Flood Insurance Study (FIS) listed below. Any change to the base flood elevations (BFE) or any changes to the boundaries of the floodplain or floodway in the FIS or on the Flood Insurance Rate Map (FIRM) must be reviewed and approved by the DNR and FEMA through the Letter of Map Change process (see s. 90-431 *Amendments*) before it is effective. No changes to RFE's on non-FEMA maps shall be effective until approved by the DNR. These maps and revisions are on file in the office of the **Portage Zoning Administrator, 115 W. Pleasant St., Portage, Wisconsin**. If more than one map or revision is referenced, the most restrictive information shall apply.
  - (a) *OFFICIAL MAPS* : Based on the FIS:
    1. Flood Insurance Rate Map (FIRM), panel number 55021C0234F, 55021C0242G, 55021C0253F, 55021C0254F, 55021C0258F, 55021C0261G, 55021C0262F, 55021C0263G, 55021C0264G, 55021C0266F, 55021C0268F dated **5/16/2016**; with corresponding profiles that are based on the Flood Insurance Study (FIS) dated 5/16/2016, volume numbers 55021CV001C, 55021CV002C;
  - (b) *OFFICIAL MAPS*: Based on other studies. Any maps referenced in this section must be approved by the DNR and be more restrictive than those based on the FIS at the site of the proposed development.

The following Section is hereby repealed:

**Section 90-333 (1) (b)**

The following Section is hereby recreated to read as follows:

**Section 90-333 (1) (b)**

Applicants shall provide the following data to determine the effects of the proposal according to section 90-302 and 90-412(2)(c)

1. A cross-section elevation view of the proposal, perpendicular to the watercourse, showing if the proposed development will obstruct flow; or
2. An analysis calculating the effects of this proposal on regional flood height.

The following Section is hereby repealed:

**Section 90-391 (2)(h)2.a.**

The following Section is hereby recreated to read as follows:

**Section 90-391 (2)(h)2.a.**

2. Nonresidential Structures

- a. Shall meet the requirements of subsection 90-391(2)(h)1.a-f.

The following Section is hereby repealed:

**Section 90-416 (3) - (8)**

The following Section is hereby recreated to read as follows:

**Section 90-416 (3)**

(3) Floodproofing measures shall be designed, as appropriate, to:

- (a) Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;
- (b) Protect structures to the flood protection elevation;
- (c) Anchor structures to foundations to resist flotation and lateral movement;
- (d) Minimize or eliminate infiltration of flood waters; and
- (e) Minimize or eliminate discharges into flood waters.

This Ordinance shall take effect upon passage and publication thereof.  
Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Attest:

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

First reading:  
Second reading:  
Published:

Ordinance requested by:  
Plan Commission

**RESOLUTION NO. 16-007**

**A resolution proposing to discontinue that portion of Townsend Street lying east of Superior Street and west of Wauona Trail, and that portion of Averbeck Street lying east of US Highway 51 (New Pinery Road) and west of Adams Street, and those portions of Bennett Drive located north of Collins Street in the City of Portage, Columbia County, Wisconsin, pursuant to Wis. Stat. § 66.1003.**

**WHEREAS**, the Common Council of the City of Portage believes the public interest may be served by discontinuing that portion of Townsend Street lying east of Superior Street and west of Wauona Trail, that portion of Averbeck Street lying east of US Highway 51 (New Pinery Road) and west of Adams Street, and portions of Bennett Drive located north of Collins Street in the City of Portage, Columbia County, Wisconsin.

**WHEREAS**, the subject parcels were dedicated as and for a public street and right-of-way several years ago; and

**WHEREAS**, the parcels abutting the subject parcels continue to have direct access onto a public street and is not dependent upon the portions of Townsend Street, Averbeck Street or Bennett Drive to be discontinued for direct access onto a public way, and will not be landlocked as a result of the discontinuance; and

**WHEREAS**, discontinuance of the subject parcels will terminate all responsibility of the City of Portage for maintenance, repair, and liability with respect to its possible use by the public; and

**WHEREAS**, pursuant to Wis. Stat. §66.1005(1), the City's easement rights related to utilities located in the subject parcels shall remain in the event of discontinuance of the right-of-way; and

**WHEREAS**, the City Plan Commission on January 18, 2016 moved and recommended that the Bennett Drive parcels be discontinued; and

**WHEREAS**, the City Plan Commission on February 15, 2016 moved and recommended that the Townsend Street and Averbeck Street parcels be discontinued; and

**WHEREAS**, pursuant to Wis. Stat. §840.11, a lis pendens containing a map and description of the Townsend Street parcel was filed in the Columbia County Register of Deeds Office on February 19, 2016 at 2:43 p.m. as Document No. 878307; and

**WHEREAS**, pursuant to Wis. Stat. §840.11, a lis pendens containing a map and description of the Averbeck Street parcel was filed in the Columbia County Register of Deeds Office on February 19, 2016 at 2:43 p.m. as Document No. 878308; and

**WHEREAS**, pursuant to Wis. Stat. §840.11, a lis pendens containing a map and description of the Bennett Drive parcels were filed in the Columbia County Register of Deeds Office on February 24, 2016 at 8:19 a.m. as Document No.878389; and

**WHEREAS**, the Common Council believes the public interest may require vacating and discontinuing the subject parcels as they serve no public purpose and where said discontinuance will have

no harmful effect upon the citizens and general public of the City of Portage nor to the abutting and adjacent property owners;

**NOW, THEREFORE**, the Common Council of the City of Portage does hereby resolve as follows:

1. That on April 14, 2016 the Common Council of the City of Portage shall meet to consider and conduct a public hearing on the passage of a resolution declaring the public interest requires the proposed discontinuance of the subject parcels.

2. That the Clerk of the City of Portage be authorized and directed to personally serve the notice of said public hearing upon all of the owners of the land abutting those portions of Townsend Street, Averbek Street and Bennett Drive to be discontinued, and any other parties required to be served under Wis. Stat. §66.1003.

3. That the Clerk is further authorized and directed to publish a Class 3 notice of said public hearing, pursuant to Wis. Stat. §66.1003(4)(b) and (8)(b).

**DATED** this 25th day of February, 2016.

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

Attest:

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

Resolution requested by:  
Plan Commission

# Tax Parcel Map

SOURCE Columbia County Land Information  
www.co.columbia.wi.us/ColumbiaCounty/LandInformation

DATE January 13, 2016

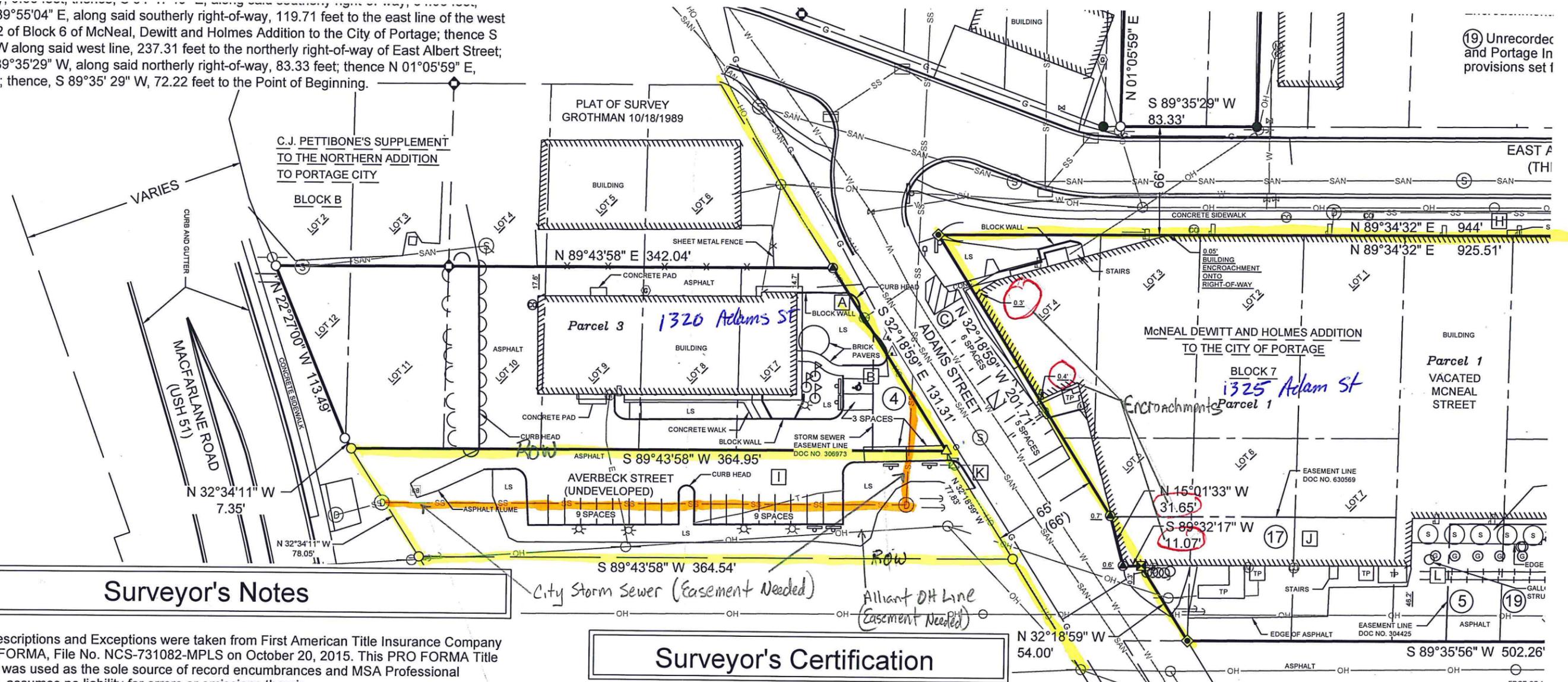




thence, N 89°55'04" E, along said southerly right-of-way, 119.71 feet to the east line of the west half of Lot 2 of Block 6 of McNeal, Dewitt and Holmes Addition to the City of Portage; thence S 01°05'59" W along said west line, 237.31 feet to the northerly right-of-way of East Albert Street; thence, S 89°35'29" W, along said northerly right-of-way, 83.33 feet; thence N 01°05'59" E, 124.04 feet; thence, S 89°35' 29" W, 72.22 feet to the Point of Beginning.

ALSO

19 Unrecorded and Portage In provisions set I



### Surveyor's Notes

The Legal Descriptions and Exceptions were taken from First American Title Insurance Company issued PRO FORMA, File No. NCS-731082-MPLS on October 20, 2015. This PRO FORMA Title Commitment was used as the sole source of record encumbrances and MSA Professional Services, Inc. assumes no liability for errors or omissions therein.

All field measurements were within the precision requirements of ALTA/ACSM specifications unless otherwise shown.

Lot appears to be served by utilities. Utilities shown hereon are based on observable evidence and locations provided by Digger's Hotline at the time of the survey. MSA Professional Services, Inc. is not liable for errors or omissions in the markings. The locations shown are for informational purposes only - Digger's Hotline is to be notified at least 72 hours prior to any excavation.

A field wetland delineation was not performed. The parcel includes the area around "Little Mud Lake" indicated as "wetlands to small to delineate" per the Wisconsin DNR online wetland viewer.

**Parking Stalls:** Stall markings were very faded, number is based on best evidence  
 Surface Parking -  
 38 Regular Parking Stalls (31 stalls fall within the encroachment area of Averbeck Street and Adams Street)  
 1 Handicap Parking Stall

There is earthwork ongoing at the time of the field survey on the northwest part of Parcel 4 and the northeast part of Parcel 1 were as part of the adjacent road construction.

There was no observed evidence of site use as a solid waste dump, sump or sanitary landfill.

City Storm Sewer (Easement Needed)

Alliant OH Line (Easement Needed)

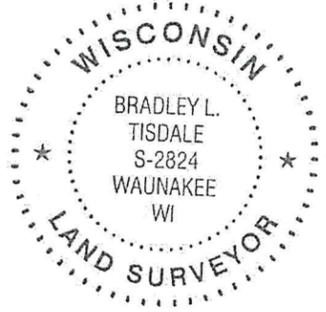
### Surveyor's Certification

To Spartech Polycom (Texas) Inc. its successors and assigns and First American Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(b), 8, 9, 11(a), 13, 15, 16, 17, 18, 19 and 20(a) of Table A thereof. The field survey data collection was completed on July 12, 2015.

*Bradley L. Tisdale*  
 Bradley L. Tisdale

Registration No. S-2824  
 In the State of Wisconsin  
 btisdale@msa-ps.com  
 Date of Survey: November 12, 2015



PROJECT NO.:	17208000	SCALE: AS SHOWN	NO.	DATE	REVISION	BY
PROJECT DATE:	11/12/2015	DRAWN BY:	BLT			BLT.
F.B.:		CHECKED BY:	KLO			
PLOT DATE: 11/12/15, P:\17200s\17200s\17208\17208000\CADD\Survey\Drawings\ALTA\17208000_Portage ALTA_11122015.dwg						

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## **AGREEMENT FOR USE OF VETERANS MEMORIAL FIELD FACILITIES**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Portage, WI, a municipal corporation with main offices at 115 W. Pleasant St. Portage, WI 53901 (hereinafter referred to be as the "City") and the **Columbia County Fair Board**, (P.O. # 757, Portage, WI 53901. Mailing correspondence to be sent to W5172 Oakland Drive, Rio 53960) (hereinafter referred to as "the Renter") for use of the facilities at Veterans Memorial Field.

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

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

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

**WHEREAS**, the initial term of this agreement shall begin on the agreement date above and end on December 31<sup>st</sup>, 2018. Either party may terminate the agreement by providing written notice to the other with a (1) one year notice of termination.

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

1. The Renter shall provide written notice to the City, no later than ten (10) days after adoption of this agreement of dates needed for the use of the grounds. Such notice shall include dates(s) for the use along with an event site plan or description of the specific building(s) and area(s) the Renter desires to use and schedule of the proposed event.
2. During the period approved by the City, the Renter shall have use of the Veterans Memorial Field facilities so specified; including the buildings and grounds needed to hold their events, except those area(s) and/or building(s) designated on the attached site plan. The Port's Dog Park shall be open to the general public except when such use interferes with the Renter's scheduled activities. Rental may request closure of the Dog Park and upon such permission granted from the City, the Renter shall be responsible for posting signs of permitted closure. The Renter shall provide ingress and egress to the Dog Park at all times, including parking areas.

3. The Renter shall be responsible for all costs associated with the use of said facilities, including utilities.
4. The City and Renter acknowledge the City has adopted the Veteran's Memorial Fields Master Plan which calls for improvements to the Veteran's Memorial Fields and Facilities and relocation of the Varsity soccer field. The Renter and City acknowledge their joint review of this plan and the desire of the City to begin implementation of improvements from this plan.
5. *The City and Renter acknowledge improvements are being scheduled which may include vacation of streets, relocation of buildings and construction of new facilities within the Veteran's Memorial Field complex and the fairground building area. These improvements may lead to alterations of access to buildings and areas of the grounds throughout the term of this agreement. The City and Renter agree to discuss and coordinate improvements whenever possible; however, it shall be the discretion of the City to prohibit use of construction areas, buildings or access roads when improvements are underway.*
6. In 2016 ~~only~~, the Renter shall stake the perimeter of Varsity Soccer field with stakes and snow fence provided by City. Renter shall not operate any equipment or vehicles on Varsity soccer field with the exception of stage trailer, generator truck and trailer, and (5) five seating trailers along perimeter. Any damage to Varsity soccer field will be repaired by Renter within (5) five days following rental period. Any damage to field not repaired within stated time will be repaired by the City or its designee and invoiced to the Renter. Extension(s) may be granted in case of inclement weather when mutually agreed upon by City and Renter.
7. *If requested by May 1, 2017, item 6 shall be extended and applicable for the 2017 rental event and period.*
8. In ~~2017 and~~ 2018, the Renter shall be allowed use of entire green space area in front of grand stand facilities. Renter shall be allowed to operate vehicles or equipment as they deem necessary throughout their event. Field must be repaired to original condition by renter within (15) fifteen days following rental period.
9. Renter shall place corner markers and/or signage around youth soccer fields. A representative from the City or Youth Soccer Association will provide perimeter boundaries for Renter. Any damage to youth soccer fields will be repaired by Renter within (5) five

days following rental period. Any damage to fields not repaired within stated time will be repaired by the City or its designee and invoiced to the Renter. Extension(s) may be granted in case of inclement weather when mutually agreed upon by City and Renter.

10. Corner border markers of track in front of grandstand shall be cement pillars provided by the City and may not be moved during any event inside of grandstand. Border markers will be set as mutually agreed by the City and the Renter on track during set up for event.
11. Renter shall finish grade track to allow for proper drainage. Any pooling of water from improper grading will be regarded/repared upon request by the City.
12. Renter shall be allowed to close street gates on Griffith Street on the Thursday and Friday of the fair event from 8 am to 4 pm; and Saturday of the fair event from 8 am to 5 pm. Street closure shall be allowable upon successful completion and issuance of Street Use Permit and payment of fee.
13. The Renter shall be allowed to use water line located along Griffith Street and the youth soccer fields. Renter shall submit a water meter connect request to the Portage Water Department no less than (30) days prior to event. All costs associated with connecting and disconnecting water meter, along with water consumption will be invoiced to Renter following event.
14. At all other times, the City shall have exclusive control of the Veterans Memorial Field area and shall use as it deems appropriate. The Renter shall have use of the Fair Office Building during the period of this agreement.
15. The Renter at no time shall alter any of the buildings and grounds at the complex, without written permission from the City. Any modifications, temporary or otherwise shall be submitted to the City for consideration with the written application as required in Section 1. Subsequent requests or applications for modifications shall be submitted as soon as practicable. Such requests shall not unreasonably be withheld. The City and Renter shall cooperate on any maintenance or repairs conducted by the Renter.
16. Except for damage occurring during the Renter's events, the City shall be solely responsible for the maintenance, upkeep and repair of the buildings and grounds at Veterans Memorial Field. The City shall insure the facilities are maintained in a safe and sanitary manner. The Renter shall return the facilities used during their event(s) in the same condition in which they were provided, including cleaning of buildings used, grounds cleared of litter and

debris and damage repaired. The Renter shall not use the infield part (soccer and softball fields) of the grandstand at any time during the event without written permission and a map showing what areas they will be allowed to use.

17. The Renter shall permit the City and/or its designee to apply water to varsity soccer field during rental period. Renter and City shall mutually agree on which day(s) and time(s) during event the water may be applied. Renter must allow the City and/or its designee to apply water a minimum of two (2) times each week during rental period.
18. The City and the Association further acknowledge that there are many issues, including but not limited to the licensing of amusements and vendors; the provision of insurance; and in kind services that will be subject to regular discussion and agreement so that the Renter will have a successful event for the Renter and the City. Accordingly, a pre-event meeting shall be held within 45 days prior to the scheduled event and a post-event meeting shall be held within 45 days of the conclusion of the scheduled event for purposes of reviewing responsibilities for each party and consider modifications, including capital improvements for subsequent events.
19. Notwithstanding Section 10, the Renter shall provide a certificate of insurance, naming the City as an additional insured, for liability coverage of not less than \$1,000,000 no less than 10 days prior to the scheduled event. The Renter is responsible for obtaining all required licenses and permits for their scheduled event. The Renter shall be responsible for the provision of security during scheduled events and at locations of sale and consumption of alcohol.
20. The Renter shall apply for and obtain a Special Event Permit and a street closure permit. The Special Event Permit will require a \$30.00 non-refundable deposit and additional fees will be assessed following rental period – depending on the level of City assistance. The Street Use Permit will require a \$25.00 fee. In addition to the two permits, a deposit of \$1,000 for use of the facilities will be required. Said deposit shall be in addition to any fees/deposits for the Special Event Permit and Street Closure Permit. Said deposit shall be given to the City Treasurer/Clerk and shall be returned to the Renter within 14 days of the completion of scheduled events less any deductions for damages and unpaid costs for which the Renter is responsible. Said deposit refund may be withheld until such time as all damage is repaired, fees and utility costs paid. The City shall provide a detailed list of any deductions from said deposit for such unpaid costs.

21. Upon approval of the scheduled event, the City and the Renter shall inspect and document the condition of buildings and grounds prior to start of the event. Such inspection shall be signed and may be subsequently used after event to determine if the deposit shall be returned less any costs/fees. The City agrees to notify the Renter within 7 business days from the end of the event and prior to the return of the deposit, if any problems are observed with the condition of the facilities rented.
22. The Renter has the right to appeal any withholding or deductions from said deposit within fourteen (14) days of the return of the deposit by submitting, in writing a request for the appeal to be heard by the Parks and Recreation Board (PRB). PRB shall render a recommendation to the Common Council to be considered at their next subsequent meeting. Such decision by the Common Council shall be final.
23. Notwithstanding Sections 2 & 9 of this Agreement Renter shall have exclusive use of the buildings and grounds for the last full week of July each year of the agreement. Renter shall coordinate with Manager of Parks & Recreation for access to building and grounds other than the time of year listed. It is agreed renter shall have access a minimum of one week prior (2<sup>nd</sup> to last full week of July) and one week following (1<sup>st</sup> full week of August) rental period for set up and take down.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF PORTAGE**

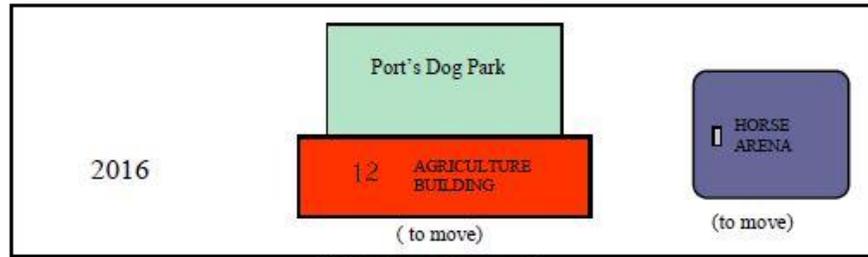
**The Renter (Columbia County Fair Board)**

By: \_\_\_\_\_  
William F. Tierney, Mayor

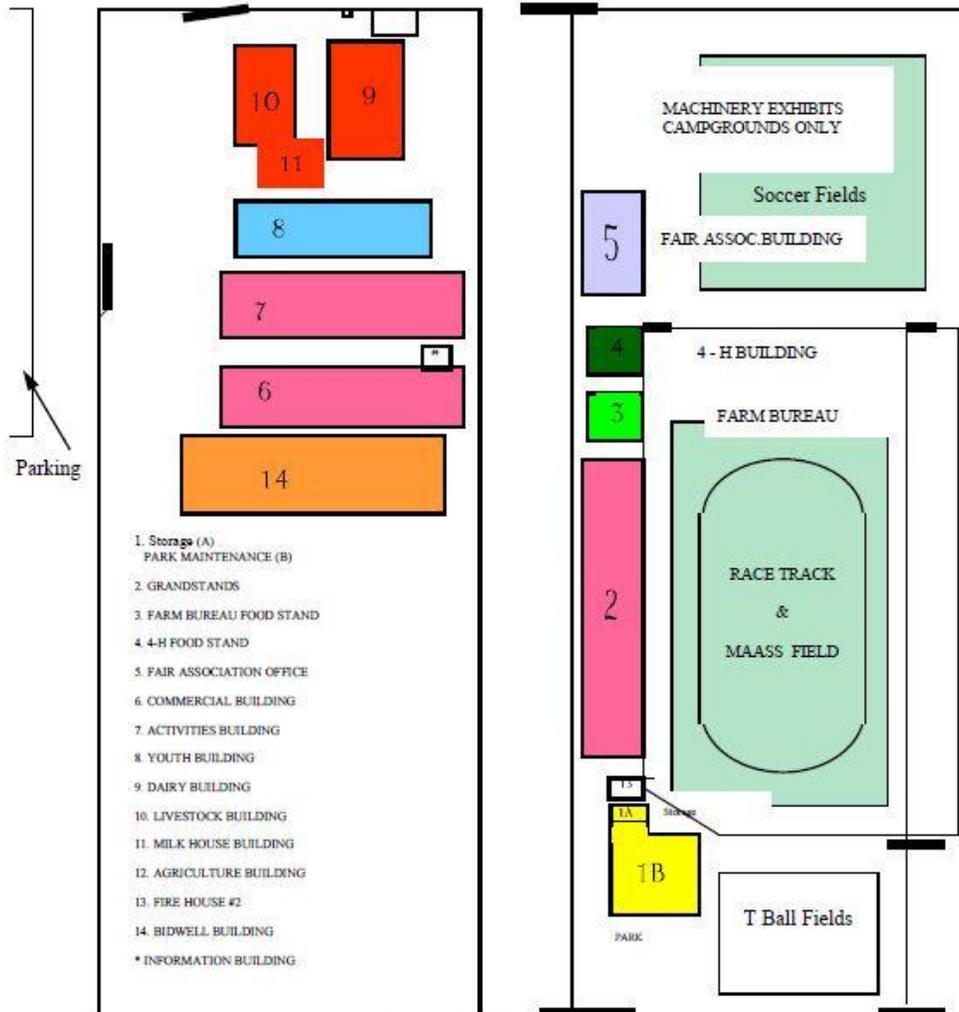
By: \_\_\_\_\_

By: \_\_\_\_\_  
Marie A. Moe, Clerk

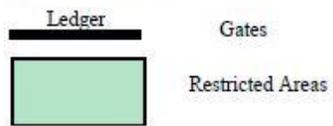
# VETERAN'S MEMORIAL FIELDS



----- Griffith Street to be vacated -----



----- Townsend Street to be vacated -----



# CITY OF PORTAGE

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



*'Where the North Begins'*

## MEMORANDUM

To: Municipal Services & Utilities Committee  
From: Aaron J. Jahncke, P.E., Director of Public Works/City Engineer  
Subject: WWTP Emergency Roof Repair Proposal Results  
Date: February 4, 2016

### **Background:**

On February 3<sup>rd</sup> staff opened proposals for the roof replacement at the Waste Water Treatment Plant (WWTP). Seven companies responded with a proposal. The lowest cost proposal was from Long Life Roofing (LLR) out of Wisconsin Dells. Attached are the proposal results.

### **Analysis:**

The LLR proposal consisted of a base price of \$19,870.00 dollars to replace the rubber roof with a new fully adhered rubber roof. There is also an additional cost to replace vapor barrier and gypsum in-between the rubber roof and deck. Most likely the gypsum underneath the rubber roof has deteriorated and will need to be replaced.

Staff talked to Dave Bartelt, the City contracted evaluator, and Dale Cottine from AMPI. Both held LLR in high regards and would use them as a roofing contractor again.

### **Fiscal Note:**

This item was not in the 2016 budget. The initial staff estimate is \$30,000.00 and it is staff's intent to transfer portion of the Rayovac lift station budget to fund the emergency repair of the WWTP administration roof. The Rayovac lift station project has been tentatively moved to 2017. The proposal cost is \$25,320 and staff would recommend budgeting \$30,000 in case the roof leaks have caused any further damage to the roof deck. The additional funding would be used at staff's discretion for any further needed roof repairs to the administration building only.

### **Recommendation:**

It is staff's recommendation that the Municipal Utilities and Services Committee select Long Life Roofing from the Wisconsin Dells and recommend LLR to the Finance/Administration Committee for fiscal approval.

Aaron J. Jahncke  
Director of Public Works/ City Engineer

### **Attachment(s)**

Proposal Results  
Long Life Roofing Proposal

# Proposal Long Life Roofing Company

808 Business Park Rd.; PO Box 657; Wisconsin Dells, WI 53965 Ph: 608/254-7948 Fax: 608/254-6901  
Building Contractor Registration ID: 1097755

**Proposal Submitted to:** Aaron Jahncke  
Portage City Hall  
115 W. Pleasant Street  
Portage, WI 53901

**Revised Date:** February 2, 2016  
**Phone:** 608/742-2176, x 325  
**Job Name:** Roof Replacement  
**Location:** WWTP

**We hereby submit specifications and estimates for:** a rubber roof system, as stated below:

Remove the existing patio blocks, metal copings and counter flashings, rubber membrane, and insulation down to the vapor barrier. Sweep deck clean of all debris. Any vapor barrier repair to be done on a time and materials basis. Install 5/8" CDX plywood to the back side of the parapet walls; secure with screws and plates. Install 1/4" per foot tapered isocyanurate insulation, with 1/2" tapered saddles between drains. Install 2" flat stock isocyanurate insulation over this, with joints staggered (average R-factor of 25.95 – see enclosed drawing). All insulation to be secured with screws and plates to meet I-90 wind uplift requirements. Install reinforced perimeter strip at sidewall details. Roll out a 60 mil. low-sloped, fire-rated Firestone black EPDM roof membrane, extending up and over parapet walls and up and under receiver flashing at sidewall. Rubber is to be fully adhered to all areas. Flash all curbs, vents, pipes, and roof protrusions per Firestone specifications. Shop-fabricate and install 24-gauge, prefinished steel coping with continuous receiver and drive cleats at all joints. Install new counter flashing at sidewall detail. Caulk all areas needed. Clean up and haul off all debris. 5-year labor warranty furnished by Contractor; 20-year, no-dollar limit, Total System Manufacturer's Warranty (includes sheet metal finish) covering labor and materials by Firestone after inspection by a technical representative. **This roof system does not require any maintenance or coatings. Life expectancy is 40 years.**

**WE PROPOSE** hereby to furnish material and labor – complete in accordance with above specifications, for the sum of **nineteen thousand, eight hundred seventy even dollars (\$19,870.00).**

**ADD \$5,450.00** to remove the existing vapor barrier and poured-in-place light-weight concrete/gypsum material down to the Flexi-Core deck. Sweep deck clean of all debris. Install V-Force primer over entire deck; allow to dry. Install Peel-N-Stick V-Force vapor barrier over entire deck, sealing to sidewalls and roof penetrations. Includes disposal of additional debris.

**Payment to be made as follows:** Upon Invoice

Authorized by:



Richard M. Preissel, President

**Note: This proposal may be withdrawn by us if not accepted within 30 days.**

**Acceptance of proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.**

\_\_\_\_\_  
Signature

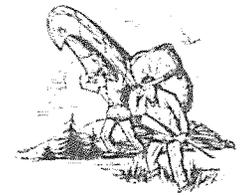
\_\_\_\_\_  
Date of Acceptance

1.5% interest charged per month after 30 days, 18% annually.



# CITY OF PORTAGE

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



*'Where the North Begins'*

## MEMORANDUM

TO: Finance & Administration Committee  
From: Shawn Murphy, City Administrator  
Re: Reallocation of Lift Station Replacement Budget (2015)  
Date: 2/4/2016

In the 2015 borrowing, we included \$300,000 for the Ray O Vac lift station replacement. The February 4, 2016 Municipal Services & Utilities Committee will consider rejecting the bids for this project as the scope changed significantly from the original plan. Since the budget was established, the Airport requested the lift station be relocated off of Airport property and additional features were added to deal with continuous obstructions from materials in Columbia Correctional Institution's (CCI) waste stream. Both these features added an estimated \$300,000 to the project budget, however there are opportunities to secure FAA funding on the relocation of the lift station and from Dept of Corrections for added costs related to CCI's effluent. Therefore this project will be rescheduled for 2017.

Of the \$300,000 in the current allocation for this project, \$28,000 was expended on design & bidding and \$29,000 was reallocated previously to fund replacement of all 4 screw pumps at the WWTP. Additionally, one of the rotating biological contactor (RBC's) failed at the WWTP, requiring emergency replacement (\$27,000) and the fiber optic connectivity for the SCADA system also failed requiring replacement (\$16,000). Lastly, a roof leak at the WWTP Administration building was observed for which several quotes for replacement were obtained with the lowest one coming in at \$30,000.

Therefore, I am recommending the following reallocations of the remaining \$243,000 from the lift station replacement budget:

- \$27,000 (RBC Replacement)
- \$16,000 (Fiber Optic Replacement)
- \$30,000 (Roof Replacement)

The remaining \$170,000 will offset the proposed borrowing for sewer projects in 2017.

Cc: A. Jahncke, City Engineer  
J. Mohr, Finance Director

## **INTERGOVERNMENTAL DEVELOPMENT AGREEMENT**

This Intergovernmental Cooperative Development Agreement (the "Agreement") is made and entered into, by and between the **City of Portage**, a Wisconsin municipal corporation located in Columbia County, with its offices at City Hall, 115 W. Pleasant Street, Portage, WI 53901 (the "City") and **Columbia County**, a Wisconsin quasi-municipal corporation, with principal offices located at 400 DeWitt Street, Portage, WI 53901 (the "County").

### **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 County is a quasi-municipal corporation organized under and pursuant Chapter 59 Wis. Stats., and exercising all of the powers provided for therein; and

**WHEREAS**, the County plans to construct 2 multi-story institutional/office buildings in an area bounded by E. Wisconsin Street/DeWitt Street on the west, E. Edgewater Street to the North, Adams Street to the east and E. Mullett Street to the south with additional surface parking lots located on adjoining parcels (known as the "Development"); and

**WHEREAS**, the Development, is proposed to be constructed on parcel Nos. 11271-1297, 1294.01, 372.01, 371.01, 370.01, 369, 305.01 and 304 (all zoned B2-Downtown Business); with surface parking lots to be constructed on Parcel Nos. 11271-282, 298 (both zoned B4-General Business), 278 (zoned M1-Industrial) 309.01 and 310 (zoned B2-Downtown Business) for a total area of 4.98 acres hereinafter referred to as the "Property"; and

**WHEREAS**, the County is obtaining approvals for subdivision and utility connections for the Development and Property, however certain public improvements, conditions, easements, fees and requirements were made part of those approvals and which both the City and County have agreed to enter into this Agreement specifying each parties' responsibilities prior to the start of construction and final approval.

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

- 1) GENERAL COMMITMENTS OF THE COUNTY.** The County agrees that, subject to the terms of this Agreement, it shall:
  - A.** Obtain all necessary approvals, obtain all necessary licenses and permits, and meet any and all requirements necessary for construction of the Development including, but not limited to, the City's requirements regarding zoning and utility facility approval. The Development shall in all instances conform to and meet the requirements of applicable

State and Federal law and the ordinances of the City. Specifically, the County shall be required to attain the following permits and approvals:

1. Site Plan Approval: The County shall submit necessary materials and documents for City Plan Commission review and approval of the site plan for the development per Section 90-474. Preliminary Site Plan review occurred at the April 20, 2015, Plan Commission meeting. The Plan Commission granted Final Site Plan approval on December 21, 2015.
  2. Area Variances: On July 6, 2015, the Zoning Board of Appeals granted the County variances to the required number of off-street parking spaces (Section 90-115), setbacks for off-street parking lots (for B2, B4 and M1 Zoning Districts) per Section 90-478 and required number of off-street loading zones per Section 90-116(2).
  3. Shared Use Agreement-Market Square Parking Lot: The City and County shall execute an agreement for the shared use of Market Square Parking Lot located on City owned property (Parcel 11271-373) which is made part of this Agreement as Attachment C herein.
  4. Certified Survey Map (CSM): The County shall submit a Certified Survey Map of the Property to the City for approval by the Plan Commission pursuant to Section 70-6. A CSM of County acquired properties was approved by the Plan Commission on October 19, 2015. A final CSM will be submitted for consideration after the project is completed to convey easements for City multi-use trail.
  5. Conditional Use Permit: The County received a Conditional Use Permit at the December 21, 2015, Plan Commission meeting for this project.
  6. Building Permits: The County shall prepare and submit all necessary documents to the City and the State of Wisconsin to obtain necessary approvals for the issuance of the required building permits necessary to construct and complete the Development.
  7. Traffic Impact Analysis/Economic & Fiscal Analysis/Neighborhood Plan: Section 90-64(7)(c), (d) & (e) of City Ordinances provides the City the option of requiring the preparation of separate reports analyzing traffic, economic and area impacts of the proposed development. The City is not requiring the preparation of these reports given the nature and level of detail provided by the County in the preparation and review of the site plan and Conditional Use Permit for the Development. The City is satisfied that such information sought by the individual reports was included in the preparation and review of the site plan and Conditional Use Permit. It is expected that the County shall continue to cooperate and provide associated information to the City in its design and preparation of construction documents for the proposed reconstruction of US 51/STH 16 project in 2021.
- B.** Prepare and is responsible for all costs for preparation of the site plan, Certified Survey Map (CSM), zoning and conditional use permit approvals, variances, building plans utilities connection plans and other necessary materials for submission to the City for consideration by the Plan Commission, Common Council and municipal officials via the normal review and approval process. Following approval and acceptance of the

aforementioned items (1-4) as listed under Section 1.A of this Agreement, they shall be incorporated and made part of this Agreement as Attachments A-D hereunder. This constitutes the City's approval of the Development.

- C. Construct and install all public improvements as listed in Section 4 of this Agreement in accordance with the City's ordinances and specifications, engineering plan (as referenced in Attachment A), the City Engineer's approval conditions and provisions contained within this Agreement.
- D. Confirms that it is the lawful owner, or will be the lawful owner of the Property upon which the Development will be constructed.
- E. Cooperate with the City so as to facilitate the City's performance under this Agreement.

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

- A. Review the CSM, engineering plans; site plans, draft, review and/or revise agreements, easements, restrictions or other documents associated with the normal zoning, building and public improvement plan review and approval process; and take action on approval requests in an expedient manner.
- B. Cooperate with the County to facilitate its performance under this Agreement.
- C. Agree that the County Development is considered an institutional re-development of existing commercial uses and structures and is not a residential development. Therefore, the County has no parkland dedication or fees in lieu of parkland dedication obligations pursuant to Section 70-10 for this Development.
- D. Waive the \$2,500 deposit and the County shall reimburse the City for all Development review costs as listed in Section 3) A.

**3) COUNTY'S COSTS.** The County shall be responsible for all of the following costs or charges:

- A. The following review fees:
  - 1. Certified Survey Map (CSM): \$100.00 (includes Recording Fee), payable upon submission of said CSM for consideration by the Plan Commission (70-6).
  - 2. Conditional Use Permit (CUP): \$150 plus \$30 Recording Fee, payable upon submission of application for CUP.
  - 3. Occupancy Permits: \$75 per building, payable by the County when permit issuance is requested from the Building Inspector for each building (90-476).
  - 4. Sewer Connection Fee: \$3000 (Administration Building) + \$3,500 (Health & Human Services Building) or \$6,500 (See Section 3.B).

5. Site Plan Review: \$0. Site plans are required as part of the application process for obtaining the CUP and Variance, the Site Plan Review fee is waived.
6. Stormwater Permit: \$0. County preparation of Stormwater Management Plan, Permit fee waived.
7. Fee in Lieu of Stormwater Detention Facility: \$4,679.98.
8. Zoning Variances: \$150, payable upon submission of the application for all requested variances for the Development.

The total estimated fees for the Development are \$11,654.98.

- B. Sewer Connection Fee: Commercial, industrial and other non-residential sanitary sewer hook-up fee shall be based on the City Engineer's determination of the number of Residential Equivalent Connections (REC) based on the building design submitted. In such non-residential projects, eight (8) plumbing fixtures represents one REC. Each REC is assessed at \$500/connection for the first 2 REC's and \$400/REC thereafter. Based on the Building Plan set referenced in Attachment B, the City Engineer determined there are 56 plumbing fixtures in the Administration Building or 7 REC's and 66 plumbing fixtures in the Health & Human Services Building or 8.25 REC's. This equates to a Sewer Connection fee of \$3,000 (\$500 x 2 REC + \$400 x 5 REC) for the Administration Building and \$3,500 (\$500 x 2 REC + \$400 x 6.25 REC) for the Health & Human Services Building. The County shall have the opportunity to request a single adjustment based on actual flows after two (2) years have elapsed, but prior to three (3) years elapsing from the actual hook-up. The Sewer Connection Fee shall be payable upon application for the Occupancy Permits.
- C. Utility Improvements and Inspection Costs: The County shall construct all improvements listed in Section 4 of this Agreement and the City and County shall be responsible for associated construction costs as provided therein. The City shall be responsible for inspection of the Public Improvements as provided for in Section 4 C, D & E. The County shall coordinate such inspections with the City.

Unless a different time is provided for above, all such fees are payable by the County upon execution of this Agreement. Building Permit fees are separate from and in addition to this Agreement.

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

- A. Erosion Control. No work may commence until the storm water management plan is reviewed and approved by the Wisconsin DNR and the City Engineer. During all phases of construction and until all disturbed areas are stabilized, the County shall install and maintain on-site erosion control devices as required at its sole expense. The City Engineer shall have the right to order additional erosion control measures, if conditions

warrant. The City has the right to suspend construction activities if erosion control measures are not properly installed and/or maintained during construction.

- B. Electric, Natural Gas, Telephone, Cable TV & Internet Utilities. The County shall be responsible for coordinating all arrangements for the provisions of these services to the Project. All said utilities shall be constructed pursuant to Wisconsin Public Service Commission requirements and located underground.
  
- C. Sanitary and Water Improvements. The County shall design, furnish and construct all sanitary sewer main extension(s), sanitary and water services, and hydrants as well as all valves and connections to existing water utility facilities pursuant to the engineering plan approved by the City Engineer and made part of the site plan approved by the Plan Commission on December 21, 2015. The City and County shall be responsible for such construction costs as shown in Attachment D. Upon completion and approval by the City, the County shall invoice the City the actual cost of the City's share of Public Improvements per Attachment D and the City shall pay such invoice within 30 days of receipt. The County shall transfer ownership of the Sanitary Sewer Main extension, water services, hydrants and gate valves, if any, to the City in the form of a transfer of ownership memo that provides a detailed as-built plan, inventory and cost of said Improvements. In addition, the County shall provide a one (1) year warranty and any necessary easements on all Sanitary Sewer Main and Water Utility Improvements from the date on which the City accepts said Improvements. The City shall be responsible for the subsequent maintenance and expense of utilities transferred to the City.
  
- D. Storm Sewer Facilities. The County shall design a Stormwater Management Plan as part of the Building & Engineering Plans incorporated under Attachment B and construct at its sole expense, sufficient storm water drainage and treatment facilities to serve the Development and Properties and obtain a permit from the City pursuant to Chapter 10, Article VIII of the City Code of Ordinances (Stormwater Management Ordinance). The City will cooperate by granting and coordinating access and use of existing and/or designed outfalls, drainage structures and storm water treatment practices for discharge of storm water to the Canal. For all Properties except 11271-298, 305.01 and 309.01, the Development shall be considered a redevelopment of impervious areas. Parcels 11271-298, 305.01 and 309.01 of the Development shall be considered development of pervious areas. In lieu of providing on-site detention of post-development storm water runoff per Section 10-271(b)(4) for all Properties of the Development, a fee shall be established per Section 10-271(e). Parcel 11271-309.01 is 100% pervious, however the County is not proposing to develop this parcel at the time of adoption of this Agreement. Therefore, the fee per Section 10-271(b)(4) included in this Agreement shall only apply to parcels 11271-298 & 305.01. The Section 10-271(b)(4) fee shall be based on the development of 46,070 sf on 64,950 sf of pervious area or \$9,359.95. A 50% credit to the fee shall be granted in consideration of the establishment of bio-filtration devices to attenuate runoff from the Development by the County. For

purposes of this Agreement the total fee in lieu of providing off-street storm water facilities shall be **\$4,679.98.**

- E. **Public Sidewalk.** The County shall design and construct at its sole expense, 5' wide (minimum) public sidewalks within the public right of way (ROW) on the Property abutting Adams Street, DeWitt Street, E. Edgewater Street and E. Mullett Street pursuant to the engineering plan as referenced in Attachment A. The sidewalks shall be constructed in conjunction with the completion of each principal building in the Development and prior to issuance of an Occupancy Permit.
- F. Except as noted in this Agreement, all Public Improvements shall be completed and accepted by the City prior to any occupancy permits being issued or within eighteen (18) months after the date of the execution of the Agreement, whichever comes first.

#### **5) PRIVATE IMPROVEMENTS.**

- A. **Building Improvements.** The County shall be responsible for completion of all building improvements in accordance with requirements and specifications of the building permit and compliance with all applicable building codes, as well as a reasonable standard of workmanship that is consistent and conforms to applicable building codes. The County shall obtain and pay for all building permits prior to the start of construction of each building.
- B. **Storm Water Drainage.** The County shall design and construct all storm water management facilities located within the Property and public rights of way (ROW), including the Canal, which have been approved by the City. If such storm water management facilities include underground pipes and discharge structures, such underground and discharge structures shall be reviewed and approved by the City prior to their installation pursuant to the engineering plan. Upon completion and acceptance of such underground and discharge storm water management facilities within the public ROW, the City shall maintain and replace all storm water management facilities located within such public ROW as needed, including the Canal. For all stormwater management facilities located within the Property, the County shall be responsible for maintenance and replacement costs.

- 6) FINANCIAL GUARANTEES.** At the time of the execution of this Agreement, the County shall agree to allocate sufficient funding to construct all public improvements listed in Section 4 of this Agreement. In addition, the County shall initially deposit with the City Clerk the sum of \$15,000.00 as a security deposit to insure that such construction is completed within 18 months of the date of this Agreement. The funds deposited by the County with the City shall not be used to pay any City or State of Wisconsin permit or license fees or for the operation of the Public Improvements listed in Section 4. Such deposit shall remain with the City until such time as the Public Improvements are completed and accepted by the City.

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

In lieu of said deposit, the County may provide a signed agreement between the County and a general contractor to construct such Public Improvements that includes a performance bond, surety or other financial means of guaranteeing the construction of the Public Improvements under said contract within 18 months from the date of this Agreement. In such case, the City shall not require the County to deposit the \$15,000 as required under this Section.

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

If County is in default by reason of failing to complete the construction of the Public Improvements as stated in Section 4 of this Agreement and fails to cure the same as provided herein, then the City, without limiting its remedies under this Agreement, or under applicable law, may compel performance by the County by bringing an action for damages and/or specific performance.

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

- 8) ABSOLUTE OBLIGATION/INDEMNIFICATION.** Except as expressly stated herein, the obligations of the County 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 City's failure to give notice of default to the County under the terms of this Agreement;
- B. The purported assignment or mortgaging of all or any portion of the Development and Property;
- C. A waiver of the payment on performance of any of the obligations contained in this Agreement;
- D. The extension of time for payment of any amount under this Agreement.

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

- 9) **SEVERABILITY.** If any part, term, or condition of this Agreement is held by the courts to be illegal or otherwise enforceable, then such illegality or unenforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the illegal and/or unenforceable part, term, or provision was never part of this Agreement.
- 10) **ASSIGNMENT.** No party may assign its rights or obligations under this Agreement without the written consent of the other party.
- 11) **THIRD PARTIES.** Except as specifically set forth herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or assigns any rights or remedies under or by reason of this Agreement. No party to this Agreement shall be deemed to be the agent of the other, except as expressly stated herein.
- 12) **RIGHTS AND REMEDIES.** The rights and remedies of the parties to this Agreement, whether provided by law or provided by the Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different times of any other such remedies for the same event or default or breach or any of its remedies for any other event of default or breach by any of the parties.

Any delay or failure by any party in instituting or prosecuting any action or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights or deprive it of or limit such rights in any way, nor shall any waiver in fact made by any party with respect to any specific default by the other party under this Agreement be considered

or treated as the waiver of the rights of the non-defaulting party with respect to the particular default except to the extent specifically waived in writing.

**13) WARRANTIES OF THE COUNTY.** The County represents and warrants to the City as follows:

- A. That this Agreement and all other documents required to be executed and delivered by the County pursuant hereto, have been and will be duly and validly authorized, executed and delivered by the County, and will be enforceable against the County in accordance with their terms; and
- B. That the County is or will be the lawful fee simple owner of the Property; and that the lands are free and clear of all liens or encumbrances.

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

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

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

**To the County:** County Clerk  
Columbia County  
400 DeWitt Street  
Portage, WI 53901

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

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

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

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

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

**21) CONTRACTORS ENGAGED BY COUNTY.**

- A. Notification. Prior to the commencement of construction on any phase of construction of the Public Improvements, the County shall furnish to the City Engineer the names of all contractors and subcontractors, together with a classification of the work to be performed by each. Such submittal shall be prior to the commencement of construction of any of the Public Improvements by any contractor(s) on such phase.
- B. Indemnity. The County shall require all contractors engaged in the construction of the Public Improvements to indemnify and hold the City, the City Engineer, and its agents and consultants (collectively the "Indemnitees") harmless from and against any and all claims, losses, damages, costs and expenses which such contractors may or might incur in connection with the construction of or completion of the improvements. The County further agrees to defend the Indemnitees in the event that 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 County. It is hereby agreed that the County is not an agent or employee of the City. The County shall require all Contractors engaged in the construction of the Public Improvements to comply with the City's contract requirements pertaining to damage claims and indemnification of the City. 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 that the County has with a contractor.
- C. Insurance. The County shall also require contractors engaged in the construction of the Public Improvements to maintain a current certificate of insurance on file with the City Engineer. The Contractor(s) so engaged will be required to furnish comprehensive general liability insurance of not less than \$1,000,000.00 aggregate for any such damage sustained by two or more persons in any one accident. The City and the City Engineer shall be named as additional insureds under the required comprehensive general liability policy.

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

- A. Scheduling. The County agrees that no work shall be scheduled for construction of the Public Improvements without the City's approval of the starting date(s) and construction schedule. The City may require the County to attend a pre-construction conference for the purpose of scheduling construction-related activities.
- B. Costs. The County further agrees that the City shall not be responsible for any costs or charges related to the construction of the Public Improvements, except those specifically enumerated herein; and that the County is responsible for all such costs, except as otherwise expressly provided for herein.
- C. Construction Related Activities. The construction of the Public Improvements described herein shall be completed on or before the completion date(s) as described in Section 4)F. above, unless otherwise extended in writing by the City. The County shall retain the services of a consulting engineer to provide necessary construction administration and staking. The City may provide periodic construction inspection and material testing as necessary during construction of the improvements. The City shall have the right to inspect the construction of the Public Improvements as and when they are completed; and the City may certify such improvements as being in compliance with the standards and specifications of the City. The County shall provide at least ten (10) working days prior written notice to the City and its Engineer prior to commencement of any construction of the Public Improvements. No such notice shall be given unless and until the County has paid all costs and expenses required under Sections 3 and 6 above. Prior to any inspection and certification, if appropriate, the County shall present to the City valid lien waivers from all persons providing materials and/or performing work on the Public Improvements for which certification is sought. Certification by any representative of the City does not constitute a waiver by the City of the right to draw funds under the surety hereinafter referred to, on account of defects in or failure of any Public Improvement that is detected or which occurs following the date of such inspection and certification. The County further agrees that the dedication of the Public Improvements will not be accepted by the City until they have been inspected and approved by the City Engineer; and until all outstanding engineering and inspection fees (including engineering and inspection charges of the City) have been paid in full and lien waivers are received by the City indicating that the contractors, suppliers and subcontractors have been paid in full for all work and materials furnished in order to construct the Public Improvements. Upon completion of the Public Improvements and acceptance of the same by the City, ownership and control of the Public Improvements shall be turned over without any restrictions to the City, free and clear of all liens and encumbrances.
- D. Public Utility Facilities. The sanitary and water mains and the respective water service laterals comprising a portion of the Public Improvements shall not be accepted until a

complete breakdown of all construction, engineering and administrative costs incurred by the County is submitted to the City (This is necessary for sewer and water utility valuation). In addition, the water system installation shall not be accepted until a bacteriologically safe sample is obtained by the Wisconsin State Laboratory of Hygiene. The City will obtain appropriate bacteriological samples and arrange for testing at the Wisconsin State Laboratory of Hygiene, with the assistance of the County's Contractor(s). All water and sewer main tests shall be observed and approved by the City or the City's designated representative. Upon completion of the Public Improvements and acceptance of the same by the City, ownership and control of the Public Improvements shall be conveyed by appropriate deed of conveyance without any restrictions to the City, free and clear of all liens and encumbrances.

- E. Maintenance and Repair.** The County agrees to provide for maintenance and repair of all Public Improvements until such improvements are formally accepted by the City through resolution(s) adopted by its Common Council. The City will endeavor to provide timely notice to the County whenever inspection reveals that a Public Improvement does not conform to the City's adopted standards and specifications or is otherwise defective. The County shall have ten (10) working days from the issuance of such notice to correct or substantially correct the defect. It is agreed that the City shall not declare a default under this Agreement during the aforesaid ten (10) working day correction period on account of any such defect unless it is clear that the County does not intend to correct the defect or unless the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. The County shall have no right to correct defects in or failure of any Public Improvements found to exist or occurring after the City accepts dedication of the Public Improvements, unless the City agrees otherwise.
- F. Grading, Erosion Control and Barricades.** The County agrees that it shall:
- 1.** Grade the Property in accordance with an approved grading and/or site plan. Any significant change in grade from the approved plans shall require consent from the City Engineer.
  - 2.** Furnish, install and maintain during construction, barricades and signs at all points where new rights-of-way extend or intersect existing streets and all street ends. Signs and barricades shall be required, furnished and installed as to conform to the Manual of Uniform Traffic Control Devices.
  - 3.** Shall submit to the City a plan for approval of erosion and runoff control measures prior to any land disturbing activity. Once so approved, the County shall adhere to the conditions of the approval, and shall grant the right-of-entry on the Property to designated personnel of the City to inspect and monitor compliance with this requirement.

- G. Sanitary, Water and Storm Sewer Mains and Service Pipes. The County shall install all sanitary, water mains, including service laterals, hydrants, tees, valves, crosses and related appurtenances to serve the Development and all buildings within the Property and as required by the plans and specifications approved by the City Engineer and approved by the State of Wisconsin Department of Natural Resources in addition to the other approvals required by this Agreement.
- H. Guarantee. The County agrees to guarantee and warrant all work performed under this Agreement with respect to the Public Improvements for a period of one (1) year from the date of final written acceptance by the Common Council of the last Public Improvement completed by the County under this Agreement, against defects in workmanship or materials. If any defect should arise during the guarantee period, the County agrees to make the required replacement or acceptable repairs of the defective work at its own expense. This expense includes total and complete restoration of any disturbed surface or component of the Public Improvement to the standard provided in the plans and specifications approved by the City, regardless of improvements on land where the repairs or replacement is required. All guaranties or warranties for materials or workmanship which extend beyond the one (1) year guarantee period shall be assigned by the County to the City as beneficiary.
- I. Compliance. The County shall comply with all applicable laws, ordinances, rules and regulations in effect, as promulgated by all governmental bodies having appropriate jurisdiction thereof.

### **23) ACCEPTANCE OF WORK.**

- A. Liens. In addition to all of the requirements contained herein, the County agrees that the Public Improvements for any phase will not be accepted by the City until: (i) all outstanding charges to be paid by the County under the Ordinances have been paid in full; (ii) lien waivers are received by the City indicating that all contractors (and subcontractors, laborers, materialmen, etc. providing work, services or materials in connection with the Public Improvements have been paid in full for all such work, services, and materials; (iii) the City has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the City) encumber the Public Improvements; and (iv) a reproducible set of "as built plans" for the Public Improvements has been furnished to the City.
- B. Resolution. Acceptance by the City shall be evidenced by the adoption by its Common Council of a resolution to that effect. Upon completion and acceptance of the Public Improvements by the City, ownership and control of those Public Improvements shall be turned over without reservation to the City, by the execution and delivery of a Bill of Sale therefor. Upon satisfaction of the conditions set forth in this Agreement, the City shall accept the Public Improvements located in such phase of construction.

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

- A. The installation of the Public Improvements shall be done in strict compliance with the City's Ordinances, orders, rules and regulations in effect as of the date of commencement of construction.
- B. The County shall install and maintain during the course of construction and until the Public Improvements have been finally accepted by the City, such grading, erosion control and barricades as may be required by the City Engineer and any other governmental authority having appropriate jurisdiction thereof.
- C. No installation of the Public Improvements shall commence until plans and specifications have been approved by the City Engineer, and the State of Wisconsin, Department of Natural Resources, in addition to any other approvals required under this Agreement.
- D. Where standards and/or specifications have not been established by the City, all work shall be completed in accordance with established engineering practices as designated and approved by the City Engineer.

**25) SUPPLEMENTAL GENERAL CONDITIONS.**

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

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

**26) NO BAR TO FUTURE ASSESSMENTS.** In the event that the City should decide to further extend or expand the Public Improvements serving the lands in the CSM, nothing contained herein shall in any way be construed as prohibiting or preventing the City from levying special assessments to finance the cost of such extension or expansion, all in accordance with applicable provisions of Wisconsin law.

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

**City of Portage, Wisconsin**

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

BY: \_\_\_\_\_

W.F. "Bill" Tierney, Mayor

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

ATTEST: \_\_\_\_\_

Marie A. Moe, City Clerk

STATE OF WISCONSIN )

) ss.

COLUMBIA COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above-named W.F. "Bill" Tierney, Mayor and Marie A. Moe, Clerk of the City of Portage, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the City's authority.

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

**Columbia County**

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

BY: \_\_\_\_\_

Vern E. Gove, County Board Chairperson

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

BY: \_\_\_\_\_

Susan M. Moll, County Clerk

STATE OF WISCONSIN )

) ss.

COLUMBIA COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above-named Vern E. Gove and Susan M. Moll, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as such officers by the County's authority.

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

**ATTACHMENT A - SITE PLAN & CSM**

By reference, the Site Plan for the Development and Property as prepared by Potter Lawson. All public improvements conducted as part of this Agreement are to be constructed in compliance of said Engineering Plan, unless otherwise approved by the City Engineer.

Additionally by reference, the Certified Survey Map (CSM), dated October 6, 2015 as prepared by Grothman & Associates, S.C. and approved by the Plan Commission on October 19, 2015 shall be made part of this Agreement.

Draft

**ATTACHMENT B - Building and Engineering Plans**

1. Phase 2 Administration Building, Volume 1: Document Package 2, 112 E. Edgewater Street, dated 12/18/2015 as prepared by Potter Lawson.
2. Phase 2 Health & Human Services Building, Volume 2: Document Package 2, 111 E. Mullett Street, dated 12/18/2015 as prepared by Potter Lawson.

Draft

**ATTACHMENT C – Shared Use Agreement for Market Square Parking Lot**

**Joint Use Agreement: Shared Use of Market Square Parking Lot dated February , 2016 is made part of this Agreement.**

Draft

**ATTACHMENT D – Estimated Cost Share Responsibilities for  
Construction of Public Improvements**

A E. Edgewater Street									
Item	Units	Total		Total		City		County	
		Units	Unit Cost	Cost	Cost	Share	Est. Cost	Share	Est. Cost
1 Sawcut	Lin. Ft.	828	\$ 2.60	\$ 2,153	50%	\$ 1,076	50%	\$ 1,076	
2 Pavement/Gravel Removal (Shared)	Sq. Yd.	1,471	\$ 1.05	\$ 1,545	50%	\$ 772	50%	\$ 772	
3 Pavement/Gravel Removal (City)	Sq. Yd.	2,096	\$ 1.05	\$ 2,201	100%	\$ 2,201	0%	\$ -	
4 Curb Removal & Replacement	Lin. Ft.	64	\$ 3.26	\$ 209	100%	\$ 209	0%	\$ -	
5 Sidewalk Removal & Replacement	Sq. Ft.	454	\$ 0.53	\$ 241	100%	\$ 241	0%	\$ -	
6 Traffic Control (Utilities Only)	ump Su	1	\$ 1,938.00	\$ 1,938	50%	\$ 969	50%	\$ 969	
7 Connect to Existing Water Main	ump Su	3	\$ 800.00	\$ 2,400	100%	\$ 2,400	0%	\$ -	
8 Water Service Lateral Replacement	Lin. Ft.	120	\$ 30.00	\$ 3,600	100%	\$ 3,600	0%	\$ -	
9 Water Service Corp. Stop	Each	3	\$ 1,300.00	\$ 3,900	100%	\$ 3,900	0%	\$ -	
10 6" Gate Valve	Each	2	\$ 1,050.00	\$ 2,100	100%	\$ 2,100	0%	\$ -	
11 6" Gate Valve- Building Lateral	Each	1	\$ 1,050.00	\$ 1,050	0%	\$ -	100%	\$ 1,050	
12 8" Gate Valve	Each	5	\$ 1,470.00	\$ 7,350	100%	\$ 7,350	0%	\$ -	
13 8" Gate Valve-Building Lateral	Each	2	\$ 1,470.00	\$ 2,940	0%	\$ -	100%	\$ 2,940	
14 6" DI Pipe Replacement	Lin. Ft.	53	\$ 35.17	\$ 1,864	100%	\$ 1,864	0%	\$ -	
15 6" DI Pipe-County Building Service	Lin. Ft.	0	\$ 35.17	\$ -	100%	\$ -	0%	\$ -	
16 8" DI Pipe Replacement	Lin. Ft.	711	\$ 43.57	\$ 30,978	100%	\$ 30,978	0%	\$ -	
17 Manhole & Valve Adjustments	Each	15	\$ 400.00	\$ 6,000	50%	\$ 3,000	50%	\$ 3,000	
18 8" Gravel (Shared)	Ton	719	\$ 11.00	\$ 7,909	50%	\$ 3,955	50%	\$ 3,955	
19 8" Gravel (City)	Ton	1,025	\$ 11.00	\$ 11,275	100%	\$ 11,275	0%	\$ -	
20 3.5-inches Asphalt in 2 Lifts - Streets	Ton	193	\$ 59.85	\$ 11,551	50%	\$ 5,776	50%	\$ 5,776	
21 3.5-inches Asphalt in 2 Lifts - Streets	Ton	440	\$ 59.85	\$ 26,334	100%	\$ 26,334	0%	\$ -	
22 3.5-inches Asphalt in 2 Lifts - Patching	Ton	116	\$ 76.65	\$ 8,891	50%	\$ 4,446	50%	\$ 4,446	
23 Hydrants	Each				0%	\$ -	100%		
SUBTOTALS						\$112,445		\$ 23,983	
5% Contingency						5% \$ 5,622	5%	\$ 1,199	
<b>Subtotal Edgewater Street</b>						<b>\$118,067</b>		<b>\$ 25,183</b>	

**ATTACHMENT D – Estimated Cost Share Responsibilities for  
Construction of Public Improvements**

<b>B E. Mullett Street</b>									
			Total	Unit	Total	<b>City</b>		<b>County</b>	
	Item	Units	Units	Cost	Cost	Share	Est. Cost	Share	Est. Cost
1	Sawcut	LF	315	\$ 2.60	\$ 819	50%	\$ 410	50%	\$ 410
2	Pavement/Gravel Removal (Shared)	SY	315	\$ 1.05	\$ 331	50%	\$ 165	50%	\$ 165
3	Curb Removal & Replacement	LF	0	\$ 3.26	\$ -	0%	\$ -	100%	\$ -
4	Sidewalk Removal & Replacement	SF	0	\$ 0.53	\$ -	0%	\$ -	100%	\$ -
5	Traffic Control (Utilities Only)	Sum	1	\$ 1,938.00	\$ 1,938	50%	\$ 969	50%	\$ 969
6	Connect to Existing Water Main	Sum	3	\$ 800.00	\$ 2,400	100%	\$ 2,400	0%	\$ -
7	6" Gate Valve-Building Lateral	Each	1	\$ 1,050.00	\$ 1,050	0%	\$ -	100%	\$ 1,050
8	8" Gate Valve	Each	2	\$ 1,470.00	\$ 2,940	100%	\$ 2,940		\$ -
9	8" Gate Valve-Building Lateral/Main	Each	3	\$ 1,470.00	\$ 4,410	0%	\$ -	100%	\$ 4,410
10	8" DI Pipe Replacement	LF	168	\$ 43.57	\$ 7,320	100%	\$ 7,320		\$ -
11	8" DI Pipe New	LF	328	\$ 43.57	\$ 14,291	0%	\$ -	100%	\$ 14,291
12	Manhole & Valve Adjustments	Each	1	\$ 400.00	\$ 400	50%	\$ 200	50%	\$ 200
13	8" Gravel (Shared)	Ton	125	\$ 11.00	\$ 1,375	50%	\$ 688	50%	\$ 688
14	3.5-inches Asphalt in 2 Lifts - Patching	Ton	54	\$ 76.65	\$ 4,139	50%	\$ 2,070	50%	\$ 2,070
15	Hydrants	Each				0%	\$ -	100%	\$ -
					SUBTOTALS		\$ 17,161		\$ 24,252
					5% Contingency	5%	\$ 858	5%	\$ 1,213
					<b>Subtotal E Mullett Street</b>		<b>\$ 18,019</b>		<b>\$ 25,464</b>
					<b>TOTAL PROJECT</b>		<b>\$136,086</b>		<b>\$ 50,647</b>

JOINT USE AGREEMENT:

**Shared Use of Market  
Square Parking Lot**

Draft

## Joint Use Agreement: Shared Use of Market Square Parking Lot

### AGREEMENT BETWEEN THE CITY OF PORTAGE, WI (“CITY”) AND COLUMBIA COUNTY, WI (“COUNTY”) FOR USE OF MARKET SQUARE PARKING LOT

WHEREAS, the County has determined the need to replace and relocate specified offices from the Carl E. Frederick Administration building on 400 DeWitt Street and the offices located in the County Annex Building on 120 W. Conant Street to a proposed Administration building that will be constructed in 2016-17 on properties abutting E. Edgewater Street and the Canal between DeWitt and Adam Streets; and

WHEREAS, the County has also determined the need to replace and relocate the Health and Human Services building currently located at 2652 Murphy Road to a proposed building that will be constructed in 2016-17 on properties abutting E. Mullet Street and the canal between DeWitt and Thompson Streets; and

WHEREAS, both proposed County buildings will include over 103,000 square feet of new construction, more than 250 employees and the City has expressed a desire to support and accommodate the construction and operation of the proposed buildings at these locations; and

WHEREAS, the formal redevelopment process began with the County acquiring the parcels for the buildings and is in the process of seeking approvals from the State of Wisconsin and City of Portage for their construction and use; Section 90-57(7) of the City zoning ordinance specifies the number of off-street parking spaces required for Public Services Facilities and Section 90-115 specifies the design, access, installation and maintenance of off-street parking, including the ability to utilize Shared Parking Facilities to comply with the total number of off-street parking requirements; and

WHEREAS, the County and City have determined that pursuant to Section 90-57(7), a total of 357 off-street parking stalls would be required for both County buildings (169 stalls for Administration plus 188 stalls for Health and Human Services); and

WHEREAS, the site plan for the County buildings that was approved by the Plan Commission on December 21, 2015 includes the installation of 282 off-street parking spaces (77 for Administration and 205 for Health and Human Services) or 75 stalls less than the required 357 off-street spaces; and

WHEREAS, on July 6, 2015, the Board of Zoning Appeals granted the County a variance to the required number of off-street parking for 15 off-street stalls, which still requires securing an additional 60 off-street stalls to comply with zoning regulations; and

WHEREAS, the City is the owner of a public parking lot (Municipal Lot 10), known as Market Square (tax parcel 11271-373) located at 150 E. Cook Street which has 120 total parking spaces; and

WHEREAS, Chap. 66.0301, Wis. Stats. authorizes the governing bodies of a county and a municipality to enter into an agreements with each other to cooperatively operate and maintain public facilities for uses that are in the best interest of both governing bodies and the aforementioned Section 90-115 authorizes the use of Shared Parking agreements to satisfy a portion of the off-street parking requirements.

NOW, THEREFORE, the County and the City agree to cooperate with each other as follows:

**1. Term**

This Agreement will begin on \_\_\_\_\_ and will continue indefinitely unless sooner terminated as provided for hereinafter in Section 8.

**2. Cooperative Agreement**

As provided herein, the City and the County hereby agree to cooperate in the designation of specific number of parking spaces in Municipal Lot 10 as shared use parking spaces in which those parking spaces will be dedicated to the County for parking purposes during periods specified herein while at all other times the shared use parking spaces will be dedicated to the City for public parking purposes. This Agreement shall only apply to those parking spaces as listed in Attachment A (“Municipal Lot 10 Shared Spaces”). The City and County have agreed on terms as provided for in this Agreement as consideration for the dedication of such parking spaces to the County as shared spaces.

**3. County Use of Shared Parking Spaces**

**a. Dedicated County Use**

The 60 parking spaces as identified in Attachment A shall be exclusively dedicated to the County for its use for parking of vehicles during the hours of 7:00 a.m. to 6:00 p.m. on weekdays, excluding weekends, holidays and special events as identified in Section 3.b. The County shall be entitled to the exclusive use of the designated area of Municipal Lot 10 to satisfy off-street parking requirements as a result of the County building project. The County acknowledges that such exclusive designated use shall not prevent or prohibit use of the spaces identified in Attachment A by the general public.

**b. Dedicated City and Public Use**

During the hours of 6:00 p.m. to 7:00 a.m. weekdays (Monday – Friday), weekends (Saturday and Sunday), holidays (January 1<sup>st</sup>, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, December 24, 25 and 31<sup>st</sup>), special events including Canal Days (Wednesday – Friday after Memorial Day), Taste of Portage (3<sup>rd</sup> Wednesday through Friday in August), Holiday Parade (Friday after Thanksgiving), the County shall not be entitled to exclusive access/use of Municipal Lot 10. Further, during the aforementioned special events, the County agrees to prohibit use of

Municipal Lot 10 by its employees, agents, contractors, suppliers and the general public in acknowledgement that the City shall grant exclusive use of Municipal Lot 10 to another entity during those dates. The City retains the right to override the dedication for County Use in Section 3.a. for purposes of maintenance, improvements, or other public community uses as approved by the City upon issuing the County Clerk at least 30 calendar days written notice of the specific dates and times of these occurrences. For purposes of snow/ice control and snow removal, both parties shall cooperate to facilitate timely completion of operations that does not interfere with public safety.

As the owner of Municipal Lot 10, the City retains the authority to allow third parties to schedule exclusive use of Lot 10 for periods up to 3 days for Special Events, upon the City providing proper written notice to the County. The City shall not issue long term parking permits for those stalls dedicated to the County under the terms of this Agreement.

#### **4. Lease Fees and Charges**

##### **a. Fees**

The County shall not pay any lease payments to the City for the use of Municipal Lot 10 under this Agreement; however the County shall participate in Improvement and Maintenance Costs pursuant to section 4.b.

##### **b. Improvement and Maintenance Costs**

The City shall be responsible for scheduling and completing all improvements, construction, repairs and maintenance to operate Municipal Lot 10 and comply with the obligations set forth in this Agreement. The County shall be responsible for 25% of the total annual Improvement and Maintenance Costs as defined in this Agreement. For purposes of this Agreement, Improvement Costs shall be defined as costs associated with the improvement or replacement of the parking lot including resurfacing, reconstruction, crack sealing and seal coating of the asphalt pavement parking surface. For purposes of this Agreement, Maintenance Costs shall be defined as costs associated with re-painting/re-application of parking stall pavement markings or costs associated with the installation, repair or replacement of any signs designating County parking stalls. Such costs shall be invoiced annually by the City to the County. Costs associated with snow/ice control and removal shall be the City's responsibility.

Costs for replacement, maintenance and/or repair of concrete drive approaches, storm water facilities, retaining walls, landscaping, lighting, signs (other than described above) and public sidewalks located in or abutting Municipal Lot 10 shall be the City's responsibility. Costs associated with snow/ice control and removal, sweeping, seasonal spot pavement repairs ("pothole patching") shall be the City's responsibility.

There are 3 vehicle access points (drive approaches) into Market Square Parking Lot off of E. Cook Street on the north side; off of Marachowsky Place on the west side and Adams Street on the east side. There is a

pedestrian only stairwell access point off of Edgewater Street along the south side. While the County enjoys the use of all these access points, the retaining walls along E. Edgewater Street and Marachowsky Place and the public sidewalks along all four sides, the County shall not be responsible for maintenance of or expenses incurred as a result of such use.

In order to give the County sufficient notice of scheduled Improvement and or Maintenance Costs, the City shall provide the County at least 1 year written notice of proposed Improvement and/or Maintenance Cost, including a description of and estimated total cost of the Maintenance and/or Improvements along with an approximate starting and completion dates.

The City shall not charge the County any other fees or special assessments other than what is provided for in this Agreement.

## **5. City Responsibilities**

### **a. Snow/Ice Control and/or Removal**

The City shall be solely responsible for all snow and ice control measures to keep Municipal Lot 10 open for use per this Agreement. Temporary storage (up to 72 hours following completion of snow event) of snow/ice cleared from Municipal Lot 10 may occur anywhere within Municipal Lot 10 as necessary during the year. If snow/ice is expected to be stored in excess of 72 hours, the City shall notify the County.

The City shall undertake measures to insure that Municipal Lot 10 shall be cleared of snow and ice and open for use by 7:00 a.m. weekdays.

### **b. Posting for Improvements, Maintenance and/or Special Events**

The City shall schedule all Improvements and Maintenance as defined in Section 4.b. of this Agreement, notify the County of any closure or otherwise restricted use of shared use parking spaces as identified in Attachment A and post signs restricting access as needed.

## **6. Liability and Indemnification**

- a. The City shall defend, indemnify, and hold the County, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents, or employees.
- b. The County shall defend, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury are

caused by or result from the negligent or intentional acts or omissions of the County, its officers, agents, or employees.

**7. Insurance**

The County and the City agree to provide the following insurance in connection with this Agreement.

- a. Commercial General Liability for bodily injury and property damage, including Personal Injury and Blanket Contractual, with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- b. Documentation of Insurance. The City and the County shall provide to each other a certificate of insurance each year that this Agreement is in effect showing proof of the above coverage. In the event that the City or the County is self-insured for the above coverage, such agency shall provide a letter stating its agreement to provide coverage for any claims resulting from its negligence in connection with joint use facilities in the above amounts.

**8. Termination**

This Agreement may be terminated at any time prior to its expiration, upon mutual agreement of both parties to this Agreement. The City may terminate this Agreement by issuing at least 1 year written notice to the County that for any reason, Municipal Lot 10 shall no longer be open for use as public parking.

**9. Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

**10. Recordation**

The City shall record a copy of this Agreement at the Register of Deeds Office, in which case the City is authorized to append the full legal description of the Property to the recorded document.

**11. Amendments**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by a written instrument executed and approved in the same manner as this Agreement.

**City of Portage, Wisconsin**

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

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

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

ATTEST: \_\_\_\_\_

Marie A. Moe, City Clerk

STATE OF WISCONSIN )  
  ) ss.  
COLUMBIA COUNTY     )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above-named W.F. "Bill" Tierney, Mayor and Marie A. Moe, Clerk of the City of Portage, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the City's authority.

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

**Columbia County**

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

BY: \_\_\_\_\_  
Vern E. Gove, County Board Chairperson

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

BY: \_\_\_\_\_  
Susan M. Moll, County Clerk

STATE OF WISCONSIN )  
  ) ss.  
COLUMBIA COUNTY     )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above-named Vern E. Gove and Susan M. Moll, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as such officers by the County's authority.

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

## **Attachment A - Municipal Lot 10 Shared Spaces**

Columbia County, WI (County) shall have exclusive use per this Shared Use Agreement of the southern portion of Municipal Lot 10 (Market Square Parking Lot) more fully described as tax parcel 11271-373, consisting of all of Block 163, City Plat or 150 E Cook Street.

More specifically, the City of Portage, WI (City), by way of this Agreement grants exclusive use of 60 parking stalls located in the southern half of Market Square Parking Lot which consists of all the stalls located south of the internal access lane that bisects Market Square Parking Lot from Marachowsky Place to Adams Street on the north end and Edgewater Street on the south end.

Draft

## 2016 MS AWARENESS WEEK PROCLAMATION

**WHEREAS**, multiple sclerosis (MS) is a neurological disease of the central nervous system, affecting at least 2.3 million people worldwide; and

**WHEREAS**, the National Multiple Sclerosis Society–Wisconsin Chapter reports that in our state, we serve more than 11,000 people diagnosed with MS, and that the disease generally strikes people in the prime of life, between ages 20 through 50, and causes unpredictable effects in which the progression, severity and specific symptoms cannot be foreseen, and the cause and cure for this often debilitating disease remain unknown; and

**WHEREAS**, the National Multiple Sclerosis Society–Wisconsin Chapter has been committed for more than 35 years to creating a world free of MS, heightening public knowledge about and insight into the disease while mobilizing people and resources so that everyone affected by MS can live their best lives as we stop MS in its tracks, restore what has been lost and end MS forever; and

**WHEREAS**, since 1946 the National Multiple Sclerosis Society has been a driving force of MS research, relentlessly pursuing prevention, treatment and a cure and has invested more than 920 million dollars in groundbreaking research; and

**WHEREAS**, funds raised through the National Multiple Sclerosis Society fuel the efforts of more than 380 research projects globally totaling nearly 54 million dollars annually at the best medical centers, universities and other institutions throughout the United States and abroad. Because of this MS research has never been more hopeful than it is today; and

**WHEREAS**, discovering the cause, finding a cure, and preventing future generations from being diagnosed with MS is an important task that all Americans and Wisconsinites should support; and

**WHEREAS**, The City of Portage, Wisconsin, recognizes the importance of finding the cause and cure of MS, a chronic and often devastating disease, and expresses its appreciation and admiration for the dedication that the National Multiple Sclerosis Society–Wisconsin has shown toward a future free of MS;

**NOW, THEREFORE** I, W.F. “Bill” Tierney, Mayor of the City of Portage, by virtue of the authority vested in me by the laws of the great state of Wisconsin, do hereby proclaim **March 7 – 13, 2016** as MS Awareness Week, and do commend this observance to all of our citizens. I encourage all Wisconsinites to learn more about multiple sclerosis and what they can do to support individuals with MS and their families.

Given under my hand this 25<sup>th</sup> day of  
February, 2016, at Portage Wisconsin

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W.F. “Bill” Tierney, Mayor