

# CITY OF PORTAGE

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



*"Where the North Begins"*

## NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that the Common Council of the City of Portage will conduct a public hearing to consider the discontinuance of that portion of Skaters Way lying East of East Haertel Street (as relocated) in the City of Portage, Columbia County, Wisconsin

The public hearing will be held on the 8th day of December, 2016 at 6:50 p.m. in the Common Council Chambers at the City Municipal Building, Portage, Wisconsin.

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

**DATED** this 10th day of November, 2016.

**CITY OF PORTAGE**

Marie A. Moe, WCPC, MMC, City Clerk

## NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that the Common Council of the City of Portage will conduct a public hearing to consider the following changes to the Mass Transit Program:

1. Increase in taxicab fares as of January 1<sup>st</sup>, 2017. The fares will increase as follows:

### FARES

<u>Fare Category</u>	<u>Current Fare</u> <sup>1</sup>	<u>Proposed Fare</u>
Adult	\$3.50	\$3.75
Student <sup>2</sup>	\$2.75	\$3.00
Senior <sup>3</sup>	\$2.75	\$3.00
Disabled	\$2.75	\$3.00

<sup>1</sup> Fare - Per trip, Per person

<sup>2</sup> Student - Persons age 3 to 18 years

<sup>3</sup> Senior - Person age 55 years and older

The public hearing will be held on the 8<sup>th</sup> day of December, 2016 at 6:55 p.m. in the Common Council Chambers at the City Municipal Building, Portage, Wisconsin.

All interested persons may appear to give comment on the increase of fares.

**DATED** this 31<sup>st</sup> day of October, 2016.

CITY OF PORTAGE

*Marie A. Moe*

Marie A. Moe, WCPC/MMC, City Clerk

**City of Portage Common Council Meeting  
Council Chambers of City Municipal Building  
115 West Pleasant Street, Portage, WI  
Public Hearings – 6:50 p.m. and 6:55 p.m.  
Regular Meeting – 7:00 p.m.  
December 8, 2016  
Agenda**

**Public Hearing – 6:50 p.m.**

Consider the discontinuance of Skaters Way, a portion of Adams Street and a portion of East Haertel Street (as relocated) in the City of Portage, Columbia County, Wisconsin

**Public Hearing – 6:55 p.m.**

Consider increase in taxicab fares and discontinuance of Snow Shuttle as of January, 2017

Regular Meeting

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Minutes of Previous Meeting
6. Department Report – Library
7. Consent Agenda
  - A. Reports of Sub-Committees, Boards, and Commissions
    1. Plan Commission, November 21, 2016
    2. Business Improvement District, November 30, 2016
  - B. License Applications
    1. Operator
    2. Taxi Cab Operator
8. Old Business
  - A. Ordinances
    1. Ordinance No. 16-011 relative to Miscellaneous Offenses
9. New Business
  - A. Resolutions

1. Resolution No. 16-059 Final Resolution Relative to Discontinuance of Skaters Way, a Portion of Adams Street and a Portion of East Haertel Street (as Relocated), in the City of Portage, Columbia County, Wisconsin, Pursuant to Wis. Stat. §66.1003.
  2. Resolution No. 16-060 Relative to Wage and Salary Schedule Covering Non-Union Personnel.
- B. Consideration of recommendation Memorandum of Understanding with Columbia County Health and Human Services Aging & Disability Resource Center (Senior Nutrition Program)
  - C. Consideration of Recommendation for Pre-Annexation Agreement with CRABS Enterprises, LLC
  - D. Consideration of Ordinance No. 16-017 Annexing Territory from Town of Pacific (CRABS Enterprises, LLC).
  - E. Consideration of Grant of Utility Easement
  - F. Consideration of Recommendation for Payment of Claims.
  - G. Consideration of Recommendation to Pay Year-End Claims.
  - H. Resignation from Library Board – Melissa Simonson
  - I. Correspondence from Alzheimer’s & Dementia Alliance regarding support of walk held on September 11, 2016
  - J. Mayor’s Comments
    1. Second meeting in December
    2. Appointments
      - a. Ad Hoc Streetscape Committee
      - b. Economic Development Revolving Loan Fund Committee
  - F. City Administrator Report
    1. Property Tax Bills & Newsletter
10. Adjourn to Closed Session per Chap.19.85(1)(e), Wis. Stats. to discuss Offer to Purchase Received for Parcel 5000.

The meeting location is handicap accessible. If you need reasonable accommodations due to a disability, please contact the City Clerk at 608-742-2176 no later than 48 hours prior to the meeting

Common Council Proceedings  
City of Portage

Regular Meeting  
Council Chambers  
City Municipal Building

November 22, 2016  
7:00 p.m.

**1. Call to Order**

Mayor Dodd called the meeting to order at 7:07 p.m.

**2. Roll Call**

Present: Ald. Charles, Hahn, Hamburg, Havlovic, Klapper, Kutzke, Maass, Monfort, Nachreiner

Also Present: Mayor Dodd, City Clerk Moe, City Administrator Murphy, City Attorney Spankowski, Director of Business Development and Planning Sobiek, Director of Public Works/Utilities Manager Jahncke, Finance Director Mohr, Fire Chief Simonson, Police Chief Manthey

Media Present: Craig Sauer from Portage Daily Register, Bill Welsh from Cable TV

**3. Pledge of Allegiance**

The Pledge of Allegiance was recited.

**4. Approval of Agenda**

No changes.

**5. Minutes of Previous Meeting**

Motion by Klapper, second by Charles to approve minutes of the November 10, 2016 and November 14, 2016 Common Council meetings and the closed session minutes of the November 10, 2016 Common Council meeting. Motion carried unanimously on call of roll with Havlovic and Nachreiner abstaining.

**6. Consent Agenda**

**A. Reports of Sub-Committees, Boards, and Commissions**

Park and Recreation Board meeting of November 1, 2016

Finance/Administration Committee meetings of November 7, 2016 and November 14, 2016

Legislative and Regulatory Committee meeting of November 7, 2016

Library Board meeting of November 8, 2016

Municipal Services and Utilities Committee meeting of November 9, 2016

Police and Fire Commission meeting of November 15, 2016

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

**B. License Applications**

Operator license applications for Charles S Hunter and Brenda J. Kohl.

Taxi operator license application for Kim B. Kelly

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

**7. Old Business**

**A. Ordinances**

Ordinance No. 16-016 relative to Taxation received its second reading. Motion by Nachreiner, second by Charles to pass Ordinance No. 16-016 relative to Taxation. Motion carried 8 to 1 on call of roll with Kutzke voting no.

**8. New Business**

**A. Ordinances**

Ordinance No. 16-011 relative to Miscellaneous Offenses received its first reading.

**B. Resolutions**

Resolution No. 16-057 relative to Adopting 2017 Budget and Tax Levy was read and adopted unanimously on motion by Nachreiner, second by Hahn and call of roll.

Resolution No. 16-058 relative to Final Amended Resolution Authorizing Public Improvement and Levying Special Assessments Against Benefited Property in Portage, Wisconsin (2016 Street and Utility Improvements) was read and adopted unanimously on motion by Klapper, second by Hamburg and call of roll.

**C. Consideration of recommendation and report from Legislative and Regulatory Committee on Brenda Brisette appeal of vicious animal declaration**

Motion by Maass, second by Charles to uphold the vicious dog designation. Motion carried unanimously on call of roll.

**D. Consideration of recommendation on Operator License for Stephanie C. Brisette**

Motion by Maass, second by Hamburg to deny an Operator License for Stephanie C. Brisette based on two drug/alcohol convictions in the past five years: 01/11/13 conviction of OMVWI in Dane County, pled

no contest/found guilty to operating with restricted controlled substance; and 03/01/13 conviction of possession of marijuana. Motion carried unanimously on call of roll.

E. Consideration of recommendation for award of consultants for the USH 51 streetscape project

Motion by Klapper, second by Charles to approve awarding the consultant contract for the USH 51 streetscape project to R.A. Smith National. Motion carried unanimously on call of roll.

Mayor Dodd will be appointing an AdHoc Committee to review the streetscape plan.

F. Consideration of recommendation for Property Tax Collection Agreement

Motion by Nachreiner, second by Hahn to approve the agreement with the Bank of Wisconsin Dells for property tax collection. Motion carried unanimously on call of roll.

G. Resignations – Business Improvement District Board of Directors

Motion by Klapper, second by Monfort to accept the resignation of Dennis Rupers and Shane Schmidt from the Business Improvement District Board of Directors. Motion carried unanimously on call of roll.

H. Mayor's Comments

Aldermanic District 1, 3, 7, and 9 are up for election in 2017. The first day to circulate papers is December 1<sup>st</sup>. The filing deadline is January 3<sup>rd</sup> at 5:00 p.m.

The policy for police body cameras has been approved by the Police and Fire Commission earlier this year. City Administrator Murphy will be forwarding a copy of the policy to Alderpeople.

I. City Administrator Report

City Hall closed November 24 and 25; December 23, 26, 30; and January 2.

The December 8 Council meeting will include four (4) public hearings, an annexation ordinance, the discontinuance of the taxi snow shuttle, and whether the second meeting, Dec. 22, is necessary.

There will be no Municipal Services Committee meeting in December.

Community events in December: Holiday Parade this Friday, Holiday Train on December 7, Living Windows on December 10, Santa Fly In this Friday, St. Mary's free dinner on Thanksgiving.

Mayor Dodd wished everyone a great Thanksgiving and for those traveling, safety.

**9. Adjournment**

Motion by Charles, second by Hahn to adjourn. Motion carried unanimously on call of roll at 7:43 p.m.

Marie A. Moe, WCPC, MMC  
City Clerk

DRAFT

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

**City of Portage**  
**Plan Commission Meeting**  
**Public Hearings 6:15p.m., 6:20p.m., 6:25 p.m., and 6:30p.m.**  
**Monday, November 21, 2016, 6:30 pm**  
**City Municipal Building, 115 West Pleasant Street**  
**City Council Chamber**

Members present: Mayor Rick Dodd, Chairperson, Mike Charles, Frank Miller, Chuck Sulik, Peter Tofson and Kevin Zarecki.

Excused: Brian Zirbes

Others present: Alderperson Mary Hamburg, Alder William Kutzke, Alder Rita Maass, Administrator Murphy, Director Jahncke, Manager Kramer, Director Sobiek, Michael Bortz, Bill Welsh, Craig Sauer, Cheryl Lynch, Larry Lynch, Gary O'Hearn, Barbara O'Hearn, Richard Hoyd, Ron Wendt, Travis Hamele, Gerry Spears, Larry Hamele, Ralph Bauch, James Schernecker, Paul Breene, Jesse Spankowski, Dan McChesney, Sara McChesney, Joe Krentz, Abbey Leder, Roberta Condon, Bill Champeau, Chris Champeau, Paul Kenus, Richard Laabs, Celest Labs, Kevin Gehrman, Karen Gehrman, Becky Zientek, Kimber Clark.

**Public Hearing - 6:15 p.m.** To consider the granting of a Conditional Use Permit to CRABS Enterprises, LLC parcel #133.A1, Lots 1 and 2, N6290 STH 16-51, City of Portage, Columbia County, Wisconsin.

Director Sobiek read the public hearing notice aloud.

Mayor Dodd asked if there was anyone present who wished to speak in favor or against the petition.

Hearing none, Mayor Dodd asked again if there was anyone else present who wished to speak in favor or against the petition.

Mayor Dodd asked a third time, if there was anyone else present who wished to speak for or against the petition. Hearing none, Mayor Dodd declared the Public Hearing closed at 6:19 p.m.

**Public Hearing - 6:20 p.m.** To consider granting a zoning amendment for Parcel #1706, 715 W. Pleasant, City of Portage, Columbia County, Wisconsin, for James Schernecker.

Director Sobiek read the public hearing notice aloud.

Mayor Dodd asked if there was anyone present who wished to speak in favor or against the petition.

Roberta Condon spoke against the petition stating the proposed multi-family rezoning would negatively impact and harm the character of the single family

neighborhood, including many historic Victorian, Colonial and Georgian style homes. She also indicated she spent considerable money and effort improving her current home, as well as one she owned and renovated at 911 Prospect.

Mayor Dodd asked if there was anyone else present who wished to speak in favor or against the petition.

Chris Champeau spoke against the petition indicating the rezoning would harm the neighborhood. He stated a detailed plan should be provided by the applicant detailing his actual intentions, including asbestos and mold removal plans, on-site management, and whether there would be a communal kitchen.

Barabra O'Hearn spoke against the petition saying the neighborhood already has taken a hit and needs more homes and homeowners, not apartments

Ralph Bauch, realtor for the property's current owner, spoke in favor indicating the proposed condominium plans are costly but would improve the property values of the neighborhood. He added the applicant's current properties are all well maintained.

Jim Schernecker, applicant, spoke in favor, stating he lived and owned a home in Portage for ten years before moving to Reedsburg. He currently owns two homes in Portage and has remodeled them to improve the two neighborhoods.

Schernecker indicated the property at 715 Prospect has an aggravated case of black mold, broken screens and windows, and is in need of significant environmental remediation. Toward that end, he has hired an environmental firm to determine the scope and cost of the environmental clean-up, including lead paint and asbestos removal. He estimated this cost could reach upwards of \$150,000 or more. He also indicated he plans to create upscale housing there that could cater to veterans. He previously operated a homeless shelter in Reedsburg that he funded himself, serving 150 people with no incidents.

Richard Laabs spoke against the petition, stating that although the applicant might have good intentions for the property, he could ultimately turn it into 'Section 8' housing.

Paul Kenus spoke against the petition saying he bought his home in the quiet neighborhood in 1985, and that granting the applicant's petition could result in a 'pandora's box'.

Becky Zientek spoke against the petition stating the proposed rezoning to multi-family would negatively impact her children and property values in the neighborhood. She also stated that there would be a good chance 'Section 8' housing could be brought to the property at 715 Prospect.

Richard Hoyd spoke against the petition saying he has lived in the neighborhood for 50 years and granting the petition would drastically increase traffic.

Dan McChesney spoke against the petition saying the rezoning to multi-family would negatively impact traffic in the neighborhood.

Kevin Gehrman spoke against the petition, saying he agreed with previous speakers that the rezoning would negatively impact the overall safety of the neighborhood.

Mayor Dodd asked a third time, if there was anyone else present who wished to speak for or against the petition. Hearing none, Mayor Dodd declared the Public Hearing closed at 6:46 p.m.

**Public Hearing-** Approximately 6:25 p.m. to consider the granting of a Conditional Use Permit to Travis Hamele for Parcel #105.C; 1303 Wauona Trail, City of Portage, Columbia County, Wisconsin.

Director Sobiek read the public hearing notice aloud.

Mayor Dodd asked if there was anyone present who wished to speak in favor or against the petition.

Joe Krentz, a neighbor of the property, spoke against. He indicated the applicant's August 26-27 2016 auctions resulted in property damage to his nearby home's property. In addition, he indicated the event resulted in 30 cars parked on Denning Street with no turn around at the end of the street. The applicant further declined to address property damage to his lawn. He recommended no parking signs be placed on Denning Street if future auctions are held at the applicant's premises. He shared photos documenting the damage he said was done to his lawn by the August auction attendees.

Travis Hamele, petitioner and owner of the parcel, spoke in favor. He indicated the August 26-27 auction resulted in a one time perfect storm of traffic issues, in large part because it coincided with the annual Taste of Portage event and parade that closed regular traffic routes and redirected traffic. He indicated he will enter in a parking agreement with the owners of a neighboring parcel owners, Mssrs Spears and Jahn, to provide additional parking. In addition, he would be willing to purchase no parking signs for Denning Street. He indicated these measures should ensure no future parking and traffic congestion issues are present at his future auctions.

Mayor Dodd asked if there was anyone else present who wished to speak in favor or against the petition.

Jerry Spears spoke in favor of the petition, indicating there would be ample parking for the applicant's auction activities, including parking on his adjoining property.

Mayor Dodd asked a third time, if there was anyone else present who wished to speak for or against the petition. Hearing none, Mayor Dodd declared the Public Hearing closed at 6:53 p.m.

**Public Hearing - Approximately 6:30** to hear public comment regarding the proposed zoning amendments regarding non-conforming uses (Sec. 90-81) and zoning permits (Sec. 90-476).

Director Sobiek read the public hearing notice aloud.

Mayor Dodd asked if there was anyone present who wished to speak in favor or against the petition.

Hearing none, Mayor Dodd asked a second time if there was anyone else present who wished to speak in favor or against the petition.

Hearing none, Mayor Dodd asked a third time, if there was anyone else present who wished to speak for or against the petition. Hearing none, Mayor Dodd declared the Public Hearing closed at 6:55 p.m.

#### **Regular Meeting - 6:30 p.m.**

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

Motion by Charles, second by Sulik to approve the minutes of the October 17 meeting as presented. Motion passed 6 to 0, with Dodd, Charles, Miller, Sulik, Tofson and Zarecki voting yes on call of the roll.

- 3. Discussion and possible action on granting a Conditional Use Permit to CRABS Enterprises LLC for Parcel E133.A Lots 1 and 2, N6290 STH 16-51, City of Portage, Columbia County, Wisconsin.**

Director Sobiek presented his Staff report.

Motion by Miller, second by Charles, to grant a Conditional Use permit to CRABS Enterprises LLC as submitted for N6290 STH 16-51, Portage, Wisconsin. Motion passed 6-0, with Dodd, Charles, Miller, Tofson, Sulik and Zarecki voting yes on a call of the roll.

- 4. Discussion on granting a zoning amendment for Parcel #1706, 715 W. Pleasant, City of Portage, Columbia County, Wisconsin, for James Scherneck.**

Director Sobiek read his Staff report on the zoning amendment petition.

Mayor Dodd indicated the applicant provided only preliminary plans for the future use of the property. Staff asked the applicant for a detailed plan but none was provided. With no additional information or plan forthcoming,

there was not enough information to schedule an action item on this rezoning petition.

Sulik indicated he echoed the Mayor's comments and concerns on the lack of a detailed plan that would allow the Commission to take action on this rezoning request.

Tofson said he lived in the neighborhood for 18 years and that this is not the neighborhood for a multi-family development. He stated it is like trying to put a round peg in a square hole.

Charles stated he would like to see something done with the building, but because the applicant's proposal contains no details, he can't support the rezoning petition.

Miller thanked the citizens attending the public hearing on this issue. He indicated he understood their concern to keep things the way they are. However, he indicated that on street parking and associated issues are part of life. He indicated he toured the former nursing home property and found the facility was in disrepair, falling apart and graffiti was prevalent. As a result he said he is open to any proposal to improve or redevelop the property at this point.

Mayor Dodd indicated he heard the concerns of citizens on this issue loud and clear. He further stated that because there was insufficient information provided for the proposed new use or redevelopment of the property, this agenda item contained no action item to vote on.

No action taken.

**5. Discussion and possible action on granting a Conditional Use Permit for Travis Hamele for Parcel #105.C, 1303 Wauona Trail, City of Portage, Columbia County, Wisconsin.**

Director Sobiek read his Staff report on the Conditional Use Permit application.

Administrator Murphy indicated a legal shared parking agreement would have to be entered into between the applicant and the neighboring parcel owners in order for the shared parking plan to be considered as part of the overall off-street parking plan. This agreement would then have to be recorded with the County Register of Deeds.

Miller asked what the average length of the applicant's auctions usually is. Hamele responded that the average auction length is two hours.

Miller asked the applicant if there was any noise associated with his auctions. Hamele responded that there was no noise, unless you consider traffic generated as part of the auctions.

Zarecki asked the applicant what type of auctions he holds. Hamele responded that the auctions are generally estate auctions, and one construction auction per year. The estate auctions generally bring about 60-70 attendees to the event.

Mr. Sulik stated he would be in favor of posting no parking signs on Denning Street during the auctions.

Hamele indicated his auctions are only held on Saturdays and that he would be willing to pay for the no parking signs on Denning Street.

It was the Commission's consensus to have the applicant submit an amended off-street parking plan, with signed shared parking agreements with neighboring parcel owners in compliance with City requirements, for Commission consideration of the permit application at the December 19, 2016 meeting. No action taken.

**6. Update and discussion and possible action on zoning amendments regarding non-conforming uses (Sec 90-81) and zoning permits (Sec 90-476)**

Director Sobiek reviewed the proposed zoning ordinance changes regarding non-conforming use and zoning and occupancy permits. These include:

Sec 90-81 Nonconforming uses. Amends the modification of a nonconforming use so that a nonconforming use shall not be changed to another nonconforming use unless 1.) the nonconforming use receives a variance to change to a more restrictive, nonconforming use, 2.) the property on which the non-conforming use exists successfully obtains a zoning amendment, or 3.) a Conditional Use permit is applicable

Sec 90-476 Zoning Permits. Specifically adds vacant land in R4, R5, B1, B2, B3, B4, M1, M2, and M3 zoning districts that is occupied, used or containing a building that is structurally altered, relocated, used or occupied, as requiring a zoning permit. In addition, requires that any new construction, addition, relocation or structural alteration a Zoning Permit issuance shall be preceded by Plan Commission approval (if required) of a site plan of the property and building.

Allows the zoning administrator's designee to also make an inspection of a premises or building, and the intended use, to determine whether the use or proposed use complies with the City's Zoning Code. Also, allows that no separate additional fee for a Zoning Permit is required if a Zoning Permit is submitted in conjunction with a Building Permit.

Motion by Charles, second by Mayor Dodd, to recommend approval of the zoning ordinance amendments regarding non-conforming uses and zoning

permits as presented . Motion passed 6-0, with Dodd, Charles, Miller, Sulik, Tofson and Zarecki voting yes on a call of the roll.

**7. Discussion and possible action on site plan approval for CRABS Enterprises, LLC**

Director Sobiek reported that CRABS Enterprises submitted a site plan for review and approval outlining the parking lot areas, proposed indoor sales, repair and maintenance building, adjacent outdoor display and sales area, and the existing front and rear buildings to service indoor sales, maintenance and supplies. A future body shop is proposed to be added to the front existing building. The site plan submitted also includes existing site photographs, and an exterior lighting plan with photometrics.

The site plan shows a proposed 30' wide sanitary and water main easement.

Off street parking provides parking for 230 vehicles, exceeds City Code requirements for retail indoor (outside display as incidental) sales parking (1 space for every 300 sf of gross floor area).

Parking lot tree islands should be installed, to meet City Code requirements, to break up the five parking areas that exceed 12 linear parking stalls (the 20 stall area, the 29/31 stall area, the 13/14 stall area, the 17/17 stall area, and the 28 stall area).

Landscaping Plan submitted meets City Code requirements and includes 65 Mount Batten Juniper trees, 8 Grey Owl Juniper trees and 9 plantings of Karl Forester Grass planted along the northwestern lot line and driveway entranceway areas. The plan also shows existing 150 deciduous, primarily along the South-east portion of the parcel that provides screening from northbound USH 51.

Exterior lighting Luminaire 18W LED floodlights will be installed on each end of the three main parking lots to provide adequate exterior lighting meeting Code requirements.

The plan shows no additional impervious area being added to the site or parcel; no stormwater management plan is required.

The existing sign posts and sign (8' by 12') located where the entrance driveway meets Fulton Street will be changed out to read 'Advantage Auction Center' with the phone number.

No elevations were provided.

Tofson asked for a photometric plan to be submitted showing light patterns on the parking and other areas of the site map.

No action taken. Chair Dodd asked that a revised parking area site map with required tree islands, photometric plan of the site area, and elevations be submitted by the applicant for Commission discussion and possible action at the December meeting.

**8. Update and Discussion on Airport Commission recommendation to acquire parkland adjacent to the Airport.**

Director Jahncke reviewed his memo outlining the Airport Commission's recommendations to the Plan Commission regarding 'aeronautically obligated' parcels labeled on his memo map as 1-8, and ROW 10.

Parcel properties labeled 1 and 2 are currently dedicated park land, Parcel 2 is the City's current yard refuse recycling center, Parcels 3 and 4 were the location of the former Boy Scout Cabin that burned down, Parcel 5 is the current but soon to be relocated water utility maintenance facility, 6 is the main water treatment facility, and 7 and 8 are life estate properties to be transferred to the City upon the deaths of the owners. ROW 10 could be vacated and transferred when Parcels 1 and 2 are transferred.

Aldersperson Maass indicated a consultant recommendation indicated that Parcels 1,2,3,4,5,7 and 8 should be turned over to the Airport. However, she said it is not the Airport Commission's intention to take something away without giving something back in return.

Parcel 5 would be utilized by the Park and Recreation Department for its new office, and then be acquired by the Airport in the future (recommended by the Airport Commission to be transferred in 2022).

A waiver would be required on Parcels 1 and 2, with application for that waiver to move forward.

Director Jahncke indicated a lot more homework needs to be done on transferring these parcels to the Airport, including the development of a timetable for acquiring these parcels.

Mayor Dodd stated that he has no issues with Parcels 3, 4 and 5 transferred to the Airport, provided a date certain is provided for the Park and Recreation Department to vacate parcel 5.

Director Jahncke stated that notes from Administrator Murphy and former Public Works Director Redelings indicate consideration for selling Parcel 5 for Commercial use and development.

Charles indicated the Columbia County GIS map shows the life estate parcels, 7 and 8, as being owned by the City.

Alderson Maass stated the Airport Commission's plan is to work on acquiring City-owned property first. She also indicated the goal would also be to update the boundary survey. Director Jahncke concurred.

Miller inquired what the City's plan is for a new dump facility to replace the loss of the current site at Parcel 2. Director Jahncke indicated the plan would be to move the dump site to the City's Curie Road property. However, the City would have to pay for site supervision at the new site to ensure illegal dumping does not occur there.

Director Jahncke summarized the consensus of the Plan Commission regarding the Airport Commission's aeronautically obligated properties, as including keeping Parcel 6 as is, and acquiring 7 and 8 life estate parcels for the Airport when the current owners are deceased.

Director Jahncke will share the Plan Commission's consensus and input on the aeronautically obligated properties issue with the Airport Commission.

**9. Adjournment.**

Motion by Charles, second by Miller, to adjourn the meeting. Motion passed 6 to 0 on call of the roll. Dodd, Charles, Miller, Sulik, Tofson, and Zarecki voted yes.

The meeting concluded at 8:24 p.m.

Respectfully submitted

Steven Sobiek,  
Director, Business Development and Planning

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

**City of Portage**  
**Business Improvement District Board of Directors**  
**Wednesday, November 30, 2016 , 7:30 a.m.**  
**City Municipal Building, 115 W Pleasant St**  
**Conference Room One**  
**Minutes**

Present: Sherry Douglas, Fred Galley, John Krueger, Mila Stahl & Klay Vehring.

Excused: Sheila Link

Also present: Scott Davis, BID Contractor and Marianne Hanson, Chamber Director

- 1. Action was made to appoint new President.** A motion was made by Douglas to appoint Vehring as new President. A second was made by Krueger. All were in favor and the nomination carried. Vehring was made President.
- 2. Discussion and request for approval of BID Meeting minutes for September 21, 2016.** President Vehring presented the minutes from September 21, 2016 and asked for a motion to approve the minutes as presented. Director Stahl approved the minutes as presented. Seconded by Director Galley. Motion passed.
- 3. Discussion and action on filling vacant Board and Officer Positions.** President Vehring asked for a nomination for VP. Director Stahl nominated Douglas as VP, seconded by Vehring. Motion passed.

President Vehring asked for a nomination for Secretary. Director Stahl was asked if she would continue in her current role. Stahl responded that she would like to continue. Douglas seconded the nomination. Motion passed.

Director Vehring asked for a nomination for Treasurer. Stahl asked that the nomination be held until the next meeting as we needed to recruit new members and we felt that a new member could be utilized for the position. At this time, the treasurer role remains vacant.

President Vehring reported that there are currently three board vacancies and asked that each director try and recruit a possible new member for consideration by the meeting on December 14.

**Discussion moved to Building & Grounds Committee report.**

No comments or comments were offered on the BID Contractor's Report from Scott Davis.

**Discussion moved to Marketing Committee report.**

Marianne Hanson reported that new ads had currently running in the Portage newspapers and the Pardeeville Shopper Stopper , Channel 15 and on the local radio stations and that various merchants have seen an increase in foot traffic.

**4. Discussion and possible action on treasurer's report.**

Claims to pay

President Vehring presented claims to be paid. The insurance packet for BID was presented for \$2,556, a \$3,000 charge was presented for DPI's event coordinator for the holiday parade and a bill for Edgewater for the planters. Director Krueger made a motion for these bills to be paid. Seconded by Douglas. Motion passed.

**5. Adjournment**

Motion by Krueger, second by Douglas to adjourn the meeting at 8:03 am. Motion passed.

Respectfully Submitted by Mila Stahl, BID Secretary.

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

DRAFT

**Operator's Regular'f6 UfhbXYfL**

BRITTANY N. BOOTH

JORDYN D. GAFFNEY

JESSICA L. GARCIA

THOMAS S. PINION

## **Taxi Cab Operator**

TARA L. BJORK

SUSAN STERLAVAGE

## ORDINANCE NO. 16-011

### ORDINANCE RELATIVE TO MISCELLANEOUS OFFENSES

#### Chapter 46, Article II Offenses Against Safety and Peace

The following sections of this Article shall be repealed and recreated as follows:

#### **Sec. 46-41. Regulation of smoking.**

**(a)** Purpose and authority.

The ordinance is adapted for the purpose of protecting the public health, safety, comfort and general welfare of the people of the City of Portage. This ordinance is adopted under the authority of Wis. Stat. §101.123(4m).

**(b)** Definitions. Except as set forth below, the definitions of Wis. Stat. §101.123(1) are hereby adopted. In this section:

(1) "Electronic smoking device" means any product containing or delivering nicotine or any other similar substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. "Electronic smoking device" includes any component part of such product whether or not sold separately. The term shall include such devices whether they are manufactured as electronic cigarettes, electronic cigars, electronic pipes or any other product name. "

(2) "Smoking" has the meaning given in Wis. Stat. §101.23(1)(h), and also includes use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form or the use of any oral smoking device.

**(c)** Prohibition on smoking in city buildings and property

No person may smoke within any portion of any municipal building in the city or any access corridor leading thereto or any municipally owned vehicle. Building is defined as any structure having a roof supported by columns or walls and includes all buildings at the Veterans Memorial Field and lower area of the grandstand and all park shelters.

**(d)** Prohibition on smoking in enclosed and specified places.

The provisions of Wis. Stat. §101.123 relating to the prohibition of smoking in various enclosed places, are hereby adopted and made part of this Code by reference.

#### **Sec. 46-42. Regulation of electronic smoking devices.**

**(c)** Use of electronic smoking devices on school grounds.

No person shall use an electronic smoking device on school grounds or in school buildings, if the School District adopts a corresponding policy.

**(d) Severability.**

Each section, paragraph, sentence, clause, word, and provision of this ordinance is severable, and if any such section or provision shall be held unconstitutional or invalid for any reason, such decision(s) shall not affect the remainder of the chapter nor any part thereof other than that affected by such decision.

This Ordinance shall take effect upon passage and publication thereof.

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

\_\_\_\_\_  
Rick Dodd, Mayor

Attest:

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

First reading: 11/22/16

Second reading:

Ordinance requested by:  
Legislative and Regulatory Committee

**RESOLUTION NO. 16-059**

**FINAL RESOLUTION RELATIVE TO DISCONTINUANCE OF SKATERS WAY, A PORTION OF ADAMS STREET AND A PORTION OF EAST HAERTEL STREET (AS RELOCATED), IN THE CITY OF PORTAGE, COLUMBIA COUNTY, WISCONSIN, PURSUANT TO WIS. STAT. §66.1003**

**WHEREAS**, the City of Portage has received a request to discontinue and vacate Skaters Way, a portion of Adams Street and a portion of East Haertel Street (as relocated) in the City of Portage, Columbia County, Wisconsin, as more particularly described in Exhibit A; and

**WHEREAS**, pursuant to Section 66.1003 of Wisconsin Statutes, the Common Council initiated proceedings on October 27, 2016 at a meeting of the Common Council, to discontinue Skaters Way, a portion of Adams Street and a portion of East Haertel Street (as relocated); and

**WHEREAS**, a public hearing on the passage of such resolution was set by the Common Council, which hearing was scheduled for December 8th, 2016 at 6:50 p.m. in the Council Chambers, and written notice of such meeting was duly served on the owners of all of the frontage of the lots and lands abutting upon that portion sought to be discontinued as provided by law; and

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

**NOW THEREFORE IT IS HEREBY RESOLVED** by the Common Council of the City of Portage that Skaters Way, a portion of Adams Street and a portion of East Haertel Street (as relocated) as described in Exhibit A is hereby vacated

and discontinued, and that pursuant to Section 66.1005 Wisconsin Statutes such discontinuance shall not terminate any other easements acquired or rights of the public in any of the underground structures, improvements or services as enumerated or otherwise existing in the public way, but such easements and rights and all rights of entrance, maintenance, construction and repair shall continue as if such public way had not been discontinued.

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

**DATED** this 8<sup>th</sup> day of December, 2016.

---

Rick Dodd, Mayor

Attest:

---

Marie A. Moe, WCPC/MMC, City Clerk

Resolution requested by:  
Plan Commission

## **EXHIBIT A**

### **Portion of Skaters Way, Adams Street and E. Haertel Street (as relocated) Right-of-way to be vacated:**

Being part of Government Lot 7 and the Southeast Quarter of the Northeast Quarter of Section 6, Town 12 North, Range 9 East, City of Portage, Columbia County, Wisconsin, described as follows:

Commencing at the Northeast corner of Section 6;

thence South  $01^{\circ}10'33''$  West along the East line of the Northeast Quarter of said Section 6, 1,598.10 feet to a point in the North right-of-way line of Skater's Way and the point of beginning;

thence continuing South  $01^{\circ}10'33''$  West along the East line of the Northeast Quarter of said Section 6, 64.73 feet to a point in the South right-of-way line of Skater's Way;

thence South  $66^{\circ}29'36''$  West along the South right-of-way line of Skater's Way, 66.26 feet;

thence South  $23^{\circ}29'06''$  East, 88.81 feet;

thence South  $82^{\circ}34'31''$  West, 34.44 feet;

thence Northwesterly along 342.00 foot radius curve to the left having a central angle of  $33^{\circ}51'48''$  and whose long chord bears North  $69^{\circ}35'22''$  West, 199.20 feet;

thence North  $66^{\circ}30'47''$  East along the North right-of-way line of Skater's Way, 269.91 feet to the point of beginning.

**RESOLUTION NO. 16-060**

**RESOLUTION RELATIVE TO WAGE AND SALARY SCHEDULE COVERING  
NON-UNION PERSONNEL**

**WHEREAS**, the City's Classification and Pay Plan covering non-union personnel provides for the establishment of a wage and salary schedule; and

**WHEREAS**, the Human Resources Committee has reviewed and is recommending approval of the attached wage and salary schedule.

**NOW THEREFORE, BE IT RESOLVED** by the Common Council of the City of Portage that the Wage and Salary Schedule, attached hereto and made a part of this Resolution, is hereby adopted to take effect December 18, 2016 and shall remain in effect until amended by action of the Common Council.

**DATED** this 8th of December, 2016.

---

Rick Dodd, Mayor

Attest:

---

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:  
Human Resources Committee

**City of Portage Wage & Salary Schedule**

2017

101.0%

Non-Represented

Adopted

**Annual**

Grade	HIRE	Min	Mid	Max
1	\$23,314.58	\$24,247.17	\$ 29,096.60	\$ 34,915.92
2	\$30,344.30	\$31,558.08	\$ 37,554.11	\$ 44,689.39
3	\$37,372.41	\$38,867.31	\$ 46,252.10	\$ 55,039.99
4	\$45,107.61	\$46,177.37	\$ 54,951.07	\$ 65,391.78
5	\$51,429.43	\$53,229.45	\$ 63,343.05	\$ 75,378.23
6	\$55,543.78	\$57,487.81	\$ 68,123.06	\$ 80,725.82
7	\$59,431.84	\$61,511.96	\$ 72,891.67	\$ 86,376.63
8	\$63,592.07	\$65,817.80	\$ 77,994.09	\$ 92,422.99
9	\$68,043.52	\$70,084.82	\$ 82,700.09	\$ 97,586.11
10	\$72,806.56	\$74,990.76	\$ 88,489.10	\$ 104,417.14

**Hourly**

	HIRE	Min	Mid	Max
1	\$ 11.21	\$ 11.66	\$ 13.99	\$ 16.79
2	\$ 14.59	\$ 15.17	\$ 18.05	\$ 21.49
3	\$ 17.97	\$ 18.69	\$ 22.24	\$ 26.46
4	\$ 21.69	\$ 22.20	\$ 26.42	\$ 31.44
5	\$ 24.73	\$ 25.59	\$ 30.45	\$ 36.24
6	\$ 26.70	\$ 27.64	\$ 32.75	\$ 38.81
7	\$ 28.57	\$ 29.57	\$ 35.04	\$ 41.53
8	\$ 30.57	\$ 31.64	\$ 37.50	\$ 44.43
9	\$ 32.71	\$ 33.69	\$ 39.76	\$ 46.92
10	\$ 35.00	\$ 36.05	\$ 42.54	\$ 50.20

Position	Number of Employees	Expiring Rate(2016)	Proposed 2017 Rate*	Classification
MS Crewpers	8	\$21.47 - \$31.13	\$21.68 - \$31.44	4
Mechanic	1	\$22.64 - \$31.13	\$22.87 - \$31.44	4
Asst Mechan	1	\$22.12 - \$31.13	\$21.68 - \$31.44	4
Building & Gr	1	\$17.79 - \$26.20	\$17.97 - \$26.46	3
City Hall Cust	1	\$17.79 - \$26.20	\$17.97 - \$26.46	3
Sewer Opera	3	\$21.47 - \$31.13	\$21.68 - \$31.44	4
Water Opera	3	\$21.47 - \$31.13	\$21.68 - \$31.44	4

\*Hire rate not less than rate in expired 2016 Teamster Contract, plus COLA

COLUMBIA COUNTY HEALTH AND HUMAN SERVICES  
AGING & DISABILITY RESOURCE CENTER  
2017 Memorandum of Understanding

( ) County Copy  
( ) Provider Copy  
MOU # 2017-004

MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE CITY OF PORTAGE, WISCONSIN ("City") AND THE SENIOR NUTRITION PROGRAM OF COLUMBIA COUNTY ("Program") FOR JANUARY 1, 2017 THROUGH DECEMBER 31, 2017.

The following MOU shall govern the use of the facilities of the lower level of the Municipal Building of the City by the Program, to-wit:

1. The City agrees to permit the use of its building and facilities at the basement level for the conduct of a Senior Nutrition Program. These facilities will be made available for the serving of an 11:30 meal Monday through Friday of each week from 9:00 a.m. to 1:00 p.m.
2. The City will provide the Program with working appliances, electricity, heat, hot water, pest control, snow/ice removal, adequate restroom facilities and use of the parking lot associated with the Meal Site for a reasonable time before, during, and after the times that meals are provided.
3. The Program agrees to clean the kitchen and adjoining facilities after each use, dispose of all garbage and place all trash from the Senior Nutrition Program in securely tied plastic bags and remove them from the building site.
4. The City will ensure that the area used for Meal Sites will be clean, with no garbage sitting out during the Senior Nutrition Meal times. If space is used by other parties, the Program equipment should not be used including the steam table, coffee maker, silverware, etc,
5. The Program does not wish to cause any unreasonable or unnecessary loss or financial burden to the City, and therefore agrees to compensate the City for City owned equipment lost, broken, or damaged due to the negligence of agents of the Program, exclusive of maintenance or repairs resulting from ordinary use.
6. This MOU begins January 1, 2017 and ends December 31, 2017. Either Party may terminate this MOU after forty-five (45) days written notice. Any change or alterations to said MOU must be in writing and approved by both Parties.
7. The Program agrees to have a paid or volunteer Site Manager present during the serving of all meals.
8. The Program agrees to pay a consideration of \$100.00 per month, not to exceed \$1,200.00 annually.
9. Both Parties agree to secure and maintain policies of fire and extended coverage and liability insurance in amounts adequate to insure their interests in all properties located at the described location (please attach a copy of said policies).
10. This MOU states that any additional equipment installation or deviation from routine room use by the Program will be done only with explicit consent of City management.
11. If painting, remodeling, or repair work will be done by the City or during the Program hours, The City agrees to provide the Program with a 72 hour work day notice to allow for other arrangements to be made if necessary. Both Parties agree that no congregate meals will be served on site for the following days: the day of election, the day before an election, the day after an election, the first and third Wednesday of the month (unless approved/requested by the group utilizing the facility on those days), and the second Monday of the month. The kitchen will be available for the Program's use during these times for the packaging of meals for the home delivered meal program. If the meal site will be unavailable for a time period of more than 1 week, the City will give a 75 day notice to the Program.
13. To avoid conflict with city observance of holidays, the Program will observe and where necessary close the meal site on those days major holidays are observed by the City.



**PRE-ANNEXATION AGREEMENT BETWEEN  
CRABS ENTERPRISES, LLC  
AND  
THE CITY OF PORTAGE**

[Pertaining to real estate located in the Town of Pacific adjacent to the City of Portage]

**AGREEMENT** made and entered into this \_\_\_\_ day of November, 2016 by and between the City of Portage, a municipal corporation (“City”) and CRABS Enterprises, LLC, a Wisconsin Limited Liability Company (“Land Owner”) and to the extent of its interest, ACC, LLC, a Wisconsin Limited Liability Company (“ACC”).

**RECITALS**

- A. The Land Owner acknowledges that it will voluntarily and of its own accord petition for annexation of the real property described in Exhibit A (hereafter the “Property”) and depicted on Exhibit B (tax parcel 133.A1) to the City and that the City has neither initiated nor required the annexation.
- B. The Land Owner represents that it is the fee title owner of the Property and that after annexation it, or ACC as the operating entity, will be performing all of the obligations under the terms of this Agreement.
- C. Annexation of the Property is necessary in order to provide, and for Land Owner to efficiently receive, urban services (sewer and water) to the Property and to provide the proper zoning and permits to support Land Owner’s and ACC’s proposed commercial and business uses of the Property.
- D. Annexation of the Property will be beneficial to the City in that such development will add another commercial business within the City limits, increase the tax base of the real property within the City, extend the corporate limits and jurisdiction of the City, increase employment opportunities within the City (initially 3-5 employees and upwards of 15-20 within 5 years) and otherwise promote the general welfare of the City.
- E. The Land Owner recognizes the advantages and benefits gained by including the Property within the municipal limits of the City, particularly with regard to the ability of the City to provide sewer and water (which are integral to the long-term success of Land Owner’s commercial and business activities), the proper zoning and permits, and other commonly provided and expected services received by City businesses.

- F. Land Owner and ACC desire that the Property be annexed into the City and be placed in the appropriate City zoning districts permitting, along with the timely consideration of the Conditional Use Permit (“CUP”), to allow ACC’s full range of commercial and business activities on the Property.
- G. The City acknowledges that the Land Owner and ACC, in order to ensure the use of the Property within the City is economically feasible, requires a complete understanding of the process for the required approvals and services contemplated by this Agreement.
- H. Along with the adoption of an annexation ordinance, it is contemplated that the Common Council of the City will consider a zoning amendment to the Property, as requested by the Land Owner, subject to the terms and conditions specified in this Agreement and otherwise in compliance with its ordinances, and the City’s Plan Commission will consider an application for a CUP for the Property to permit all aspects of Land Owner and ACC’s commercial and business activities.
- I. The City owns property adjacent to the Property that is also located within the Town of Pacific as described on Exhibit C and depicted on Exhibit B (City Property), which City Property the City also desires to annex to the City in cooperation with Land Owner and as a consequence will seek to join in the unanimous petition for direct annexation.
- J. Land Owner and the City acknowledge that they enter into this Agreement for their mutual benefit and in order to specify certain rights, obligations, conditions and liabilities which will arise in the event the Agreement is approved by the City and the Property annexed as contemplated herein.

**NOW THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereby mutually covenant and agree as follows in connection with the Property:

1. **Recitations.** The representations set forth in Recitals A through J are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein.
2. **Annexation.** This Agreement is made pursuant to and in accordance with the provisions of §§66.0217 and 62.23, Wis. Stats. The Land Owner and City will file with the City Clerk a unanimous petition for direct annexation of the Property and City Property to the City pursuant to the combined description set forth at Exhibit D. The City agrees, subject to Municipal Boundary Review of the Petition by the Department of Administration, that it will consider adopting an ordinance annexing the Property and City Property to the City as provided in the Land Owner

and City's annexation petition when filed in accordance with this Agreement and in compliance with §66.0217, Wis. Stats., and thereafter proceed to fulfill its other commitments under this Agreement. Subject to the terms and conditions of this Agreement, the City shall promptly consider the enactment of such resolutions and ordinances and the taking of such other action as may be necessary or desirable to enable the City and the Land Owner/ACC to comply with the terms hereof.

**3. Zoning/Land Division/Land Use.**

- A. If the City adopts the annexation ordinance for the Property and City Property, and upon submission of the required Land Use Application by the Land Owner, the City Council, upon the recommendation of the Plan Commission and following a public hearing, shall consider an ordinance zoning the Property under the City Zoning Ordinance as follows:
  - a. That Property described on attached Exhibit E and depicted on attached Exhibit E as Lot 1 to B-4 General Business District.
  - b. That Property described on attached Exhibit F and depicted on attached Exhibit E as Lot 2 to M-1 Industrial District.
- B. The City shall be free to zone the City Property as it shall, in its discretion, determine to be in the best interests of the City.
- C. Prior to the consideration of the annexation ordinance for the Property by the City, upon submission of the required Land Use Application by the Land Owner including the Site Plan which is attached as Exhibit G, the City's Plan Commission will consider, a CUP, with deferred effective date, to permit the full array of ACC's proposed commercial and business activities (subjects to reasonable and customary conditions), including:
  - a. Full service auction house selling items (business, farm or household) either purchased by ACC for resale or items consigned by third parties to ACC, including financial institutions, estates and private parties.
  - b. Purchase/consignment/sale and repair for resale RVs, tractors, boats, ATVs, snowmobiles and other recreational vehicles.
  - c. Wholesale purchases and resale of all types of motor vehicles.
  - d. Repair services including all types of motor vehicle services including future proposed body and paint services.

- D. At the time of consideration of an annexation ordinance for the Property and upon filing a request with the City for land division by the Land Owner, the City Council, following the recommendation of the Plan Commission and, if required, public hearing, will review and will consider the proposed land division consisting of a 2 lot Certified Survey Map attached as Exhibit H pursuant to the procedures set forth in the City's Subdivision Ordinance and absent objection grounded in the ordinance, will not unreasonably deny approval.
- E. The City acknowledges and agrees that Land Owner has an existing sign location that is not in full compliance with existing City ordinances with regard to setbacks but as long as the Land Owner/ACC only proposes a change in ad copy the City will accept the current location.
- F. As part of the City's Site Plan and CUP review, as a consequence of the location of Lot 2 of the CSM and the heavy screening already provided by the growth of trees and setback from STH 51, the City will consider waiving or granting a variance, as the ordinance may require, to the screening and fencing requests for Lot 2.
- G. The City agrees that in the event the zoning for the Property, land division or CUP is not granted by the City in connection with the annexation of the Property, the City will allow Land Owner to withdraw the Unanimous Petition For Direct Annexation and all proceedings thereon shall be vacated or vitiated by the City forthwith so that the annexation does not become effective.
- H. Except as hereinafter provided, Land Owner agrees to pay all required filing and review fees pursuant to City ordinances related to Land Owner's requests with respect to annexation, zoning, land division and CUP. City agrees that as a consequence of joining in Land Owner's Unanimous Petition for Direct Annexation and the costs to be paid in conjunction therewith by Land Owner the City shall credit Land Owner the sum of \$575.00 against fees to be charged back by the City. Upon execution of this Pre-Annexation Agreement, Land Owner/ACC shall deposit in escrow the sum of \$2,500.00 to cover the costs of consulting professionals engaged by the City to review the annexation and extension of utilities. The costs associated with any City staff reviews will not be charged or assessed to Land Owner or ACC.

4. **Responsibility for Utility Easement.**

- A. In the event the annexation is approved by the City, The City will provide to Land Owner in a mutually agreeable location without cost, a thirty (30) foot easement on, over, under and across City owned land to the Property within which Land Owner shall be authorized to tie into and connect with the City's water and sanitary sewer systems located upon Property owned by the City. By agreeing to this easement, the City shall not be foreclosed at any time in the future from extending sewer and water along STH 51 to the south along Land Owner's Property frontage and possibly specially assessing the proportionate cost thereof as allowed by Law.
- B. The Land Owner shall be responsible for all of the costs associated with the planning, designing and construction of all infrastructure improvements required to connect Land Owner's Property to the City water supply and sanitary sewer system. The City's obligation to provide water and sanitary sewer service is contingent upon the annexation of the Property becoming final. The City represents and warrants that Land Owner's only cost to connect to the City's water and sanitary sewer systems shall be a connection fee of \$450.00. Provision of the utility services to Land Owner by the City shall be metered and Land Owner agrees it shall be liable for all usual and customary user charges after hookup. Hookup to the City utilities shall be completed by Land Owner in all events prior to December 31, 2017.
5. **Stormwater Management.** City and Land Owner agree that since no construction or excavation is initially contemplated in connection with Land Owner's/ACC's use of the Property, the Land Owner/ACC shall not be required to submit any stormwater management plan in connection with its Land Use Application for a CUP or in connection with its request for land division approval of the 3 lot CSM. Land Owner/ACC agrees that any subsequent addition or alteration of the site plan, including installation of additional paved or gravel surfaces will require the preparation of a Stormwater Management Plan.
6. **Applicability of Ordinances to Future Uses or Development.** All City ordinances shall apply to the Property. This Agreement pertains only to the annexation of the Property to the City, its initial zoning, the contemplated land division and conditional use thereof as provided in this Agreement and none other. The execution of this Agreement does not bind the City to approve any further land division or other development activity for the Property which is not in compliance with City ordinances, plans or state or federal law. At the time of any subsequent land division or development, the Land Owner agrees to comply with all applicable procedures then required by City ordinances.
7. **Town Taxes.** Land Owner shall reimburse the City for the amount is required by law to pay to the Town of Pacific annually as a result of the annexation of Land

Owner's Property to the City. Such payment shall be paid within thirty (30) days of billing by the City.

8. **Binding Effect.** This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Land Owner and the City and shall be enforceable by court order pursuant to the provisions of statutes made and provided. Nothing herein shall in any way prevent alienation or sale of the Property or any portion thereof except that such sale or alienation shall be subject to the provisions of this Agreement, City ordinances and Wisconsin law and any new owner shall be both benefited and bound by the conditions and restrictions set forth herein.
9. **Good Faith.** The parties agree to cooperate and act in good faith to meet and carry forth the terms of this Agreement.
10. **Duration.** This Agreement shall be effective upon execution. This Agreement shall be in full force and effect between the parties hereto together with their heirs, personal representatives, successors and assigns until such time as a written release from the terms of this Agreement is signed by both the City and the Land Owner: provided, however, that if the City has not adopted an ordinance annexing the Property on or before December 31, 2016, then this Agreement shall automatically and without further action become null and void and of no force and effect.
11. **Separability.** If any provision of this Agreement is deemed invalid then the invalidity of that provision shall not affect the validity of any other provision hereof.
12. **Waiver/Amendment/Withdrawal/Release.** Waiver of any provision of this Agreement or any withdrawal, amendment or release thereof, shall require a written document executed by both parties.
13. **Authority.** The parties agree that the undersigned signatories to this Agreement have full power and authority to act on behalf of the City and the Land Owner respectively and that the City has enacted the necessary and enabling resolution(s) to approve this Agreement and authorize its execution.
14. **Entire Agreement.** This Agreement contains the entire understanding between the parties on the subject matter thereof and no representations or agreements (oral or otherwise) not embodied herein shall be of any force or effect and this Agreement supersedes any other written or oral agreements entered into between the parties on the subject matter hereof.
15. **Headings/Drafting.** The paragraph headings of the Agreement are for convenience of reference only and do not form a part thereof and do not in any

way modify, interpret or construe the intention of the parties. The parties take equal responsibility with respect to drafting this Agreement and no provision hereof shall be construed in favor of or against either party with respect to who drafted the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by the individual and officers who are duly authorized as of the date set forth above.

**CITY OF PORTAGE  
A WISCONSIN MUNICIPAL  
CORPORATION**

By: \_\_\_\_\_  
Rick Dodd, Mayor

Attest: \_\_\_\_\_  
Marie Moe, Clerk

**LAND OWNER:  
CRABS ENTERPRISES, LLC**

**OPERATING ENTITIY  
ACC, LCC**

By: \_\_\_\_\_  
Paul Breene, Authorized Member

- Attachments: Exhibit A – Legal Description of Land Owner Property  
Exhibit B – Annexation Map of Land Owner and City Property  
Exhibit C – City Property  
Exhibit D – Combined Description of Annexation Property  
Exhibit E – B-4 Legal Description  
Exhibit F – M-1 Legal Description  
Exhibit G– Site Plan  
Exhibit H – Proposed CSM

Approved as to Form:

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Jesse Spankowski, City Attorney

10/26/2016 N:\DOCS\WD\52523\6\A2548990.DOC

**EXHIBIT A**  
**Legal Description of Land Owner Property**

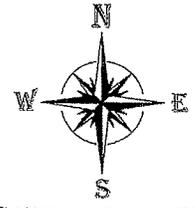
Being a part of Lot 2, Certified Survey Map, No. 1008 and lands described and recorded in Document No. 821090 located in the Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter of Section 9, Town 12 North, Range 9 East, Town of Pacific, Columbia County, Wisconsin, described as follows:

Commencing the East Quarter corner of said Section 9;  
thence South  $00^{\circ}15'35''$  East along the East line of the Southeast Quarter of said Section 9, 1,852.19 feet;  
thence South  $89^{\circ}44'25''$  West, 1,963.25 feet to the point of beginning;  
thence South  $26^{\circ}34'26''$  West, 605.34 feet to a point in the Northerly right-of-way line of US Highways 51 and State Trunk Highway 16;  
thence North  $49^{\circ}28'03''$  West along said Northerly right-of-way line of US Highways 51 and State Trunk Highway 16, 267.64 feet;  
thence North  $26^{\circ}18'27''$  East, 423.47 feet;  
thence North  $52^{\circ}26'43''$  West, 186.93 feet;  
thence North  $51^{\circ}38'39''$  West, 205.98 feet;  
thence South  $26^{\circ}14'33''$  West, 222.48 feet to a point in the North – South Quarter line of said Section 9;  
thence North  $00^{\circ}03'57''$  East along said North – South Quarter line, 120.60 feet;  
thence North  $26^{\circ}21'36''$  East, 889.44 feet to a point in the Southerly right-of-way line of the CP Railroad Madison line right-of-way;  
thence Southeasterly along said Southerly right-of-way line, along a 1,943.08 foot radius curve to the right having a central angle of  $00^{\circ}46'04''$  and whose long chord bears South  $32^{\circ}29'19''$  East, 26.04 feet;  
thence South  $32^{\circ}52'21''$  East along said Southerly right-of-way line, 789.91 feet to the Northeast corner Lot 2, Certified Survey Map, No. 1008;  
thence South  $26^{\circ}34'26''$  West along the Easterly line of Lot 2, Certified Survey Map, No. 1008, 320.90 feet to the point of beginning.  
Containing 560,752 square feet, (12.87 acres), more or less.

**EXHIBIT B**  
**Annexation Map of Land Owner and City Property**  
**{attached}**

# ANNEXATION EXHIBIT

**GENERAL LOCATION**  
 BEING LOT 2, C.S.M. 1008, LOCATED IN PART OF THE NW1/4 OF THE SE1/4,  
 THE SW1/4 OF THE SE1/4 AND THE SW1/4 OF THE NE1/4, SECTION 9 T. 12 N., R. 9 E.,  
 TOWN OF PACIFIC, COLUMBIA COUNTY, WISCONSIN.



SCALE: 1" = 200'

LOT 3 C.S.M. 5209  
 (810-383)  
 PARCEL NO. 2581.03

LOT 2 C.S.M. 5209  
 (810-383)  
 PARCEL NO. 2581.02

SW1/4-NE1/4

NE1/4-SW1/4

NW1/4-SE1/4

PARCEL NO. 125A

DELTA	= 18°01'26"
ARC	= 611.25
RAD	= 1943.08
BEARING	= S23°51'38"E
DIST	= 608.73

LANDS BY  
 CITY OF PORTAGE  
 PARCEL NO. 129.A

**LAND TO BE ANNEXED**  
 906,307 SQ. FT.  
 20.81 ACRES

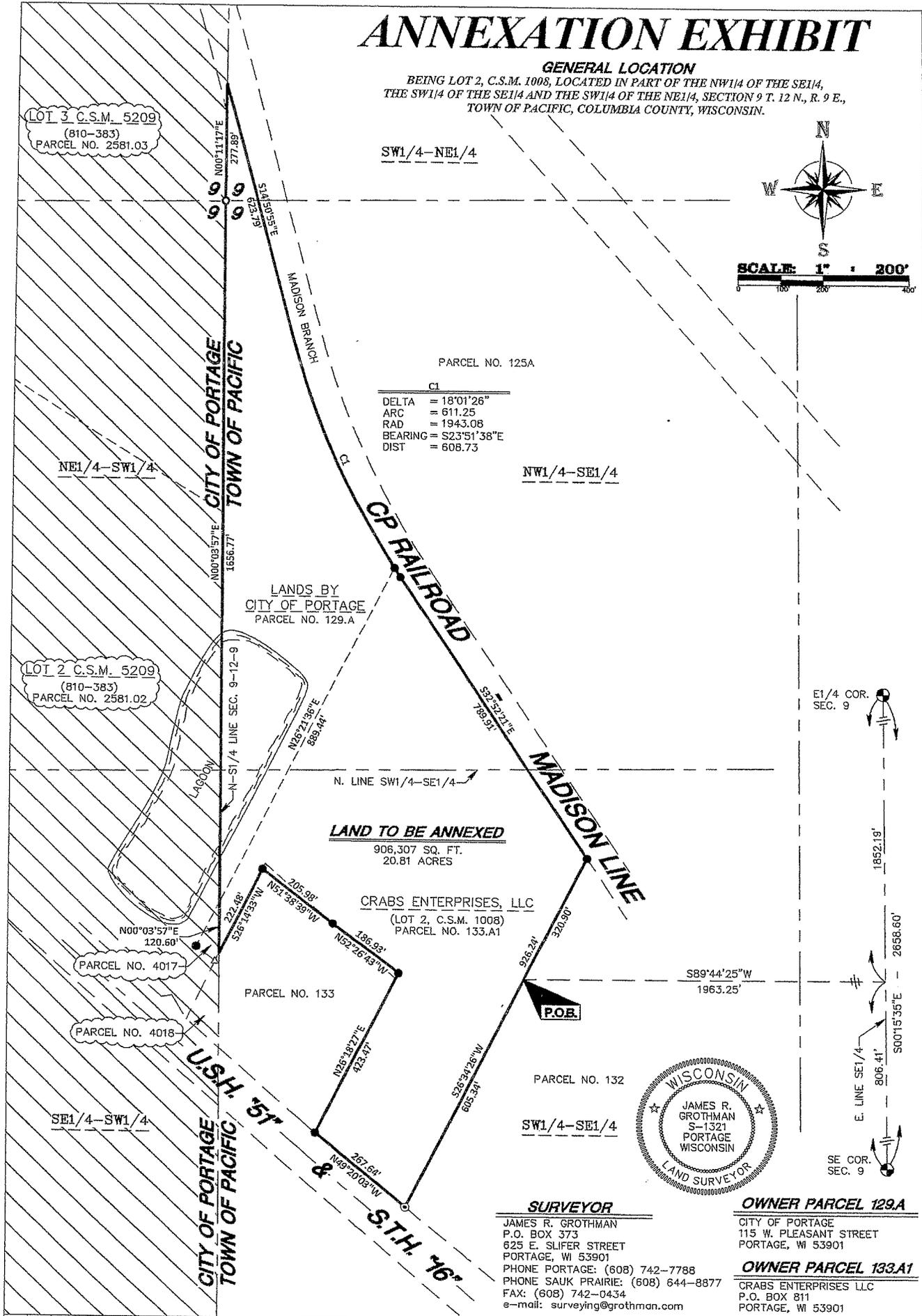
CRABS ENTERPRISES, LLC  
 (LOT 2, C.S.M. 1008)  
 PARCEL NO. 133.A1



**SURVEYOR**  
 JAMES R. GROTHMAN  
 P.O. BOX 373  
 625 E. SLIFER STREET  
 PORTAGE, WI 53901  
 PHONE PORTAGE: (608) 742-7788  
 PHONE SAUK PRAIRIE: (608) 644-8877  
 FAX: (608) 742-0434  
 e-mail: surveying@grothman.com

**OWNER PARCEL 129.A**  
 CITY OF PORTAGE  
 115 W. PLEASANT STREET  
 PORTAGE, WI 53901

**OWNER PARCEL 133.A1**  
 CRABS ENTERPRISES LLC  
 P.O. BOX 811  
 PORTAGE, WI 53901



FILE NO.  
 PROJECT NO.  
 DRAWING NO.

ANNEXATION EXHIBIT  
 FOR  
 OWNER NAME  
 TOWN OF PACIFIC  
 COUNTY, WISCONSIN

NO.	DATE	REVISION	BY	CHKD

THIS INSTRUMENT DRAFTED BY A.L. HOEL SHEET 1 OF 1

**GROTHMAN & ASSOCIATES S.C.**  
 LAND SURVEYORS  
 625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI 53901  
 PHONE PORTAGE: (608) 742-7788 SAUK: (608) 644-8877  
 FAX: (608) 742-0434 E-MAIL: surveying@grothman.com  
 (RED LOGO REPRESENTS THE ORIGINAL MAP)

**EXHIBIT C**  
**City Property**

Being a part of the Southwest Quarter of the Southeast Quarter, the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter all in Section 9, Town 12 North, Range 9 East, Town of Pacific, Columbia County, Wisconsin described as follows:

Commencing at the South Quarter corner of said Section 9;  
thence North 00°03'57" East along said North - South Quarter line of said Section 9, 1,007.18 feet to the point of beginning, said point also being in the Northerly line of Lot 2, Certified Survey Map, No. 1008;  
thence continuing North 00°03'57" East along said North – South Quarter line of said Section 9, 1,656.77 feet to the Center Quarter corner of said Section 9;  
thence North 00°11'17" East along said North - South Quarter line, 277.89 feet to a point in the Southerly right-of-way line of the CP Railroad Railway (Madison line);  
thence South 14°50'54" East along said Southerly right-of-way line of the CP Railroad Railway (Madison line), 623.79 feet;  
thence Southeasterly along a 1,943.08 foot radius curve to the left in said Southerly right-of-way line of the CP Railroad Railway (Madison line) having a central angle of 17°15'21" and whose long chord bears South 23°28'35" East, 583.00 feet;  
thence South 26°21'36" West along said Northerly line of said Lot 2, 889.44 feet to the point of beginning.  
Containing 345,555 square feet (7.93 acres), more or less

**EXHIBIT D**  
**Combined Description of Annexation Property**

Being a part of Lot 2, Certified Survey Map No. 1008 located in the Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter all in Section 9, Town 12 North, Range 9 East, Town of Pacific, Columbia County, Wisconsin described as follows:

Commencing at the East Quarter corner of said Section 9;  
thence South  $00^{\circ}15'35''$  East along the East line of the Southeast Quarter of said Section 9, 1,852.19 feet;  
thence South  $89^{\circ}44'25''$  West, 1,963.25 feet to the point of beginning, said point being located in the East line of Lot 2, Certified Survey Map No. 1008;  
thence South  $26^{\circ}34'26''$  West along said East line of Lot 2, 605.34 feet to a point in the North right-of-way line of US Highway 51 and State Trunk Highway 16;  
thence North  $49^{\circ}20'03''$  West along said Northerly right-of-way line of US Highway 51 and State Trunk Highway 16, 267.64 feet;  
thence North  $26^{\circ}18'27''$  East along the West line of said Lot 2, 423.47 feet;  
thence North  $52^{\circ}26'43''$  West, 186.93 feet;  
thence North  $51^{\circ}38'39''$  West, 205.98 feet;  
thence South  $26^{\circ}14'33''$  West, 222.48 feet to a point in the North-South Quarter line of said Section 9;  
thence North  $00^{\circ}03'57''$  East along said North-South Quarter line of said Section 9, 1,656.77 feet to the center Quarter corner of said Section 9;  
thence North  $00^{\circ}11'17''$  East along said North-South Quarter line, 277.89 feet to a point in the Southerly right-of-way line of the Canadian Pacific Railroad Railway (Madison line);  
thence South  $14^{\circ}50'55''$  East along said Southerly right-of-way line of the Canadian Pacific Railroad Railway (Madison line), 623.79 feet;  
thence Southeasterly along a 1,943.08 foot radius curve to the left in said Southerly right-of-way line of the Canadian Pacific Railroad Railway (Madison line) having a central angle of  $18^{\circ}01'26''$  and whose long chord bears South  $23^{\circ}51'38''$  East, 608.73 feet;  
thence South  $32^{\circ}52'21''$  East along the Southerly right-of-way line of the Canadian Pacific Railroad Railway (Madison line), 789.91 feet;  
thence South  $26^{\circ}34'26''$  West along the East line of said Lot 2, 320.90 feet to the point of beginning.

Containing 906,307 square feet (20.81 acres), more or less

**EXHIBIT E**  
**B-4 Legal Description**

Being a part of Lot 2, Certified Survey Map No. 1008 as recorded in Volume 4, Certified Survey Maps, Page 228 as Document No. 450569 located in the Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter, Section 9, Town 12 North, Range 9 East, Town of Pacific, Columbia County, Wisconsin, described as follows:

Commencing at the Southeast corner of Section 9;  
thence South  $89^{\circ}15'47''$  West along the South line of the Southeast Quarter of said Section 9, 2,237.87 feet;  
thence North 284.89 feet to a point in the Northerly right-of-way line of US Highway 51 and State Trunk Highway 16, said point also being the Southeast corner of Lot 2, Certified Survey Map No. 1008;  
thence North  $49^{\circ}20'03''$  West along said Northerly right-of-way line of US Highway 51 and State Trunk Highway 16 and the South line of said Lot 2, 267.64 feet;  
thence North  $26^{\circ}18'27''$  East, 423.47 feet to the point of beginning;  
thence North  $52^{\circ}26'43''$  West, 186.93 feet;  
thence North  $51^{\circ}38'39''$  West, 205.98 feet;  
thence South  $26^{\circ}14'33''$  West, 243.83 feet;  
thence North  $50^{\circ}04'53''$  West, 55.00 feet;  
thence North  $26^{\circ}21'36''$  East, 837.07 feet;  
thence South  $32^{\circ}52'21''$  East, 509.10 feet;  
thence South  $26^{\circ}18'27''$  West, 424.80 feet to the point of beginning.  
Containing 236,359 square feet (5.43 acres) more or less.

**EXHIBIT F**  
**M-1 Legal Description**

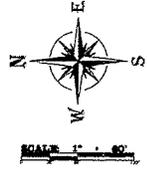
Being a part of Lot 2, Certified Survey Map No. 1008 as recorded in Volume 4, Certified Survey Maps, Page 228 as Document No. 450569 located in the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter, Section 9, Town 12 North, Range 9 East, Town of Pacific, Columbia County, Wisconsin, described as follows:

Commencing at the Southeast corner of Section 9;  
thence South  $89^{\circ}15'47''$  West along the South line of the Southeast Quarter of said Section 9, 2,237.87 feet;  
thence North 284.89 feet to the point of beginning;  
thence North  $49^{\circ}20'03''$  West along the Northerly right-of-way line of US Highway 51 and State Trunk Highway 16 and the South line of said Lot 2, 267.64 feet;  
thence North  $26^{\circ}18'27''$  West, 848.27 feet;  
thence North  $32^{\circ}52'21''$  West, 509.10 feet;  
thence North  $26^{\circ}21'36''$  East, 168.95 feet;  
thence Southeasterly along a 1,943.08 foot radius curve to the left in the South right-of-way line of the CP Railroad Railway, (Madison line) having a central angle of  $00^{\circ}46'04''$  and whose long chord bears South  $32^{\circ}29'19''$  East, 26.04 feet;  
thence South  $32^{\circ}52'21''$  East along the South right-of-way line of the CP Railroad Railway, (Madison line), 789.91 feet;  
thence South  $26^{\circ}34'26''$  West along the Easterly line of said Lot 2, 926.24 feet to the point of beginning.  
Containing 328,078 square feet (7.53 acres) more or less.

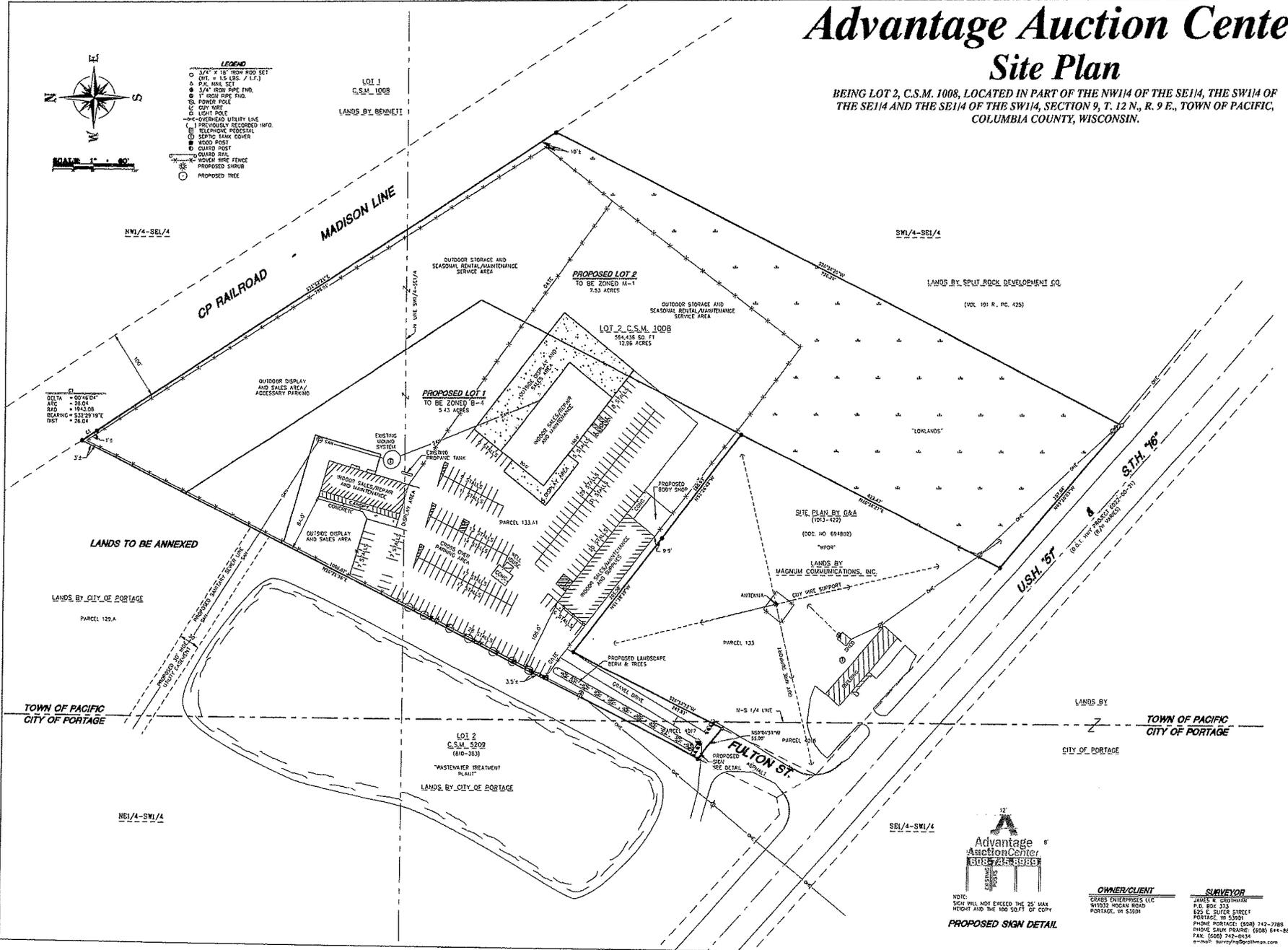
**EXHIBIT G**  
**Site Plan**  
**{attached}**

# Advantage Auction Center Site Plan

BEING LOT 2, C.S.M. 1008, LOCATED IN PART OF THE NW1/4 OF THE SE1/4, THE SW1/4 OF THE SE1/4 AND THE SE1/4 OF THE SW1/4, SECTION 9, T. 12 N., R. 9 E., TOWN OF PACIFIC, COLUMBIA COUNTY, WISCONSIN.



- LEGEND**
- 3/4" x 18" IRON ROD SET  
DIM. = 1/8" DIA. (1/2")
  - △ P.V. MARK SET
  - 1/4" IRON PIPE END
  - 1" IRON PIPE END
  - LIGHT POLE
  - 24" VERT.
  - 48" OVERHEAD UTILITY LINC
  - PREVIOUSLY RECORDED INFO.
  - POLYCHROME PROCTAL
  - SEWER TANK COVER
  - WOOD POST
  - GUARD POST
  - GUARD RAIL
  - 10' WIDE WIRE FENCE
  - PROPOSED SHUBS
  - PROPOSED TREE



NOTE:  
SCALE WILL NOT EXCEED THE 25' MAX  
HEIGHT AND THE 100 50 FT OF COPY

**PROPOSED SKIN DETAIL**

**OWNER/CLIENT**  
GRAYS ENTERPRISES LLC  
1005 WISCONSIN ROAD  
PORTAGE, WI 53091

**SURVEYOR**  
JAMES R. GROTHMAN  
P.O. BOX 313  
825 E. SUTLER STREET  
PORTAGE, WI 53091  
PHONE PORTAGE, (608) 742-7785  
PHONE SAUK PRONG, (608) 644-8877  
FAX: (608) 742-0434  
e-mail: jrgroth@grothman.com

ADVANTAGE AUCTION CENTER - SITE PLAN  
FOR  
CRABS ENTERPRISES  
TOWN OF PACIFIC  
COLUMBIA COUNTY, WISCONSIN

FILE NO.  
**618-388**  
PROJECT NO.  
**810-388**  
DRAWING NO.  
**818-388 Proposed**

NO.	DATE	REVISION NOTES	BY	APP. / JUDG.
1	8-26-2018		J.R.	

THIS INSTRUMENT DRAFTED BY J.A.L. HOEL

SHEET 4 OF 4

**GROTHMAN & ASSOCIATES S.C.**  
LAND SURVEYORS  
625 EAST SUTLER STREET, P.O. BOX 372 PORTAGE, WI 53091  
PHONE PORTAGE (608) 742-7785 SAUK (608) 644-8877  
FAX (608) 742-0434  
WWW.GROTHMAN.COM

**EXHIBIT H**  
**Proposed CSM**  
**{attached}**

As prepared by:

# GROTHMAN & ASSOCIATES S.C. LAND SURVEYORS

625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901  
PHONE: PORTAGE: (908) 742-7788 SAUK: (908) 644-8577  
FAX: (908) 742-0434 E-MAIL: surveying@grothman.com  
(RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:



G & A FILE NO. 615-358

DRAFTED BY: A. L. HOEL

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

PROJ. 810-383

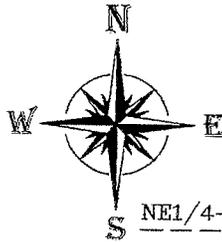
DWG. 615-358 CSM SHEET 1 OF 2

## COLUMBIA COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_ GENERAL LOCATION

Volume \_\_\_\_\_, Page \_\_\_\_\_

BEING A PART OF LOT 2, C.S.M. 1008, AS RECORDED IN VOL. 4 OF C.S.M.'S PG. 228 AS DOCUMENT NO. 450568, LOCATED IN THE NW1/4 OF THE SE1/4, THE SW1/4 OF THE SE1/4 AND THE SE1/4 OF THE SW1/4, SECTION 9 T. 12 N, R. 9 E, CITY OF PORTAGE, COLUMBIA COUNTY, WISCONSIN.

CONTAINING: 564,436 SQ.FT. - 12.96 ACRES



DELTA	= 00°46'04"
ARC	= 26.04
RAD	= 1943.08
BEARING	= S32°29'19"E (S32°53'42"E)
DIST	= 26.04

**BASIS OF BEARINGS:** IS THE SOUTH LINE OF SE1/4, SECTION 9. WHICH BEARS S89°15'47"W, AS REFERENCED TO COLUMBIA CO COORDINATE SYSTEM NAD83(91).

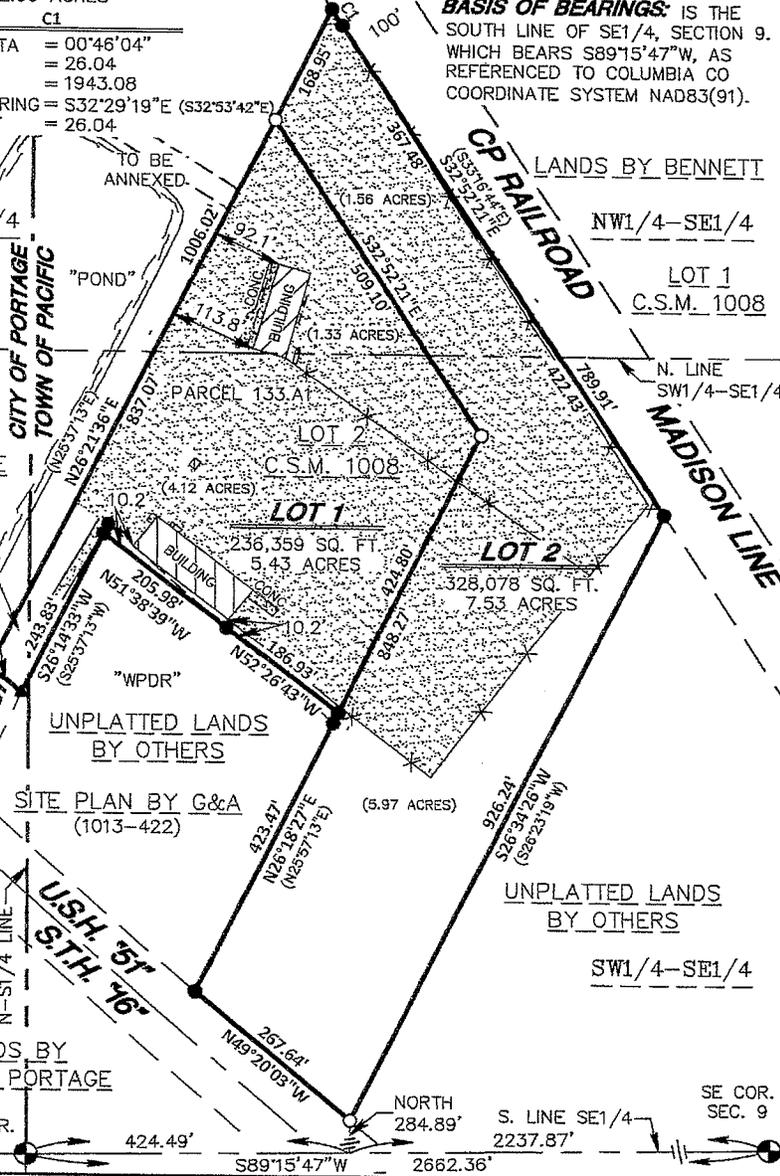
SCALE: 1" = 200'

"WASTEWATER TREATMENT PLANT"

LANDS BY CITY OF PORTAGE  
LOT 2 C.S.M. 5209 (810-383) (0.08 ACRES)

SE1/4-SW1/4  
FULTON ST  
U.S.H. '51' '16'

- LEGEND**
- 3/4" X 24" IRON ROD SET (WT. = 1.5 LBS. / L.F.)
  - 3/4" IRON ROD FND.
  - ▲ PK NAIL FND.
  - ⊙ 3 1/2" ALUM. MON. FND.
  - ( ) PREVIOUS SURVEY OR RECORD INFO.
  - ✕ CHAINLINK FENCE



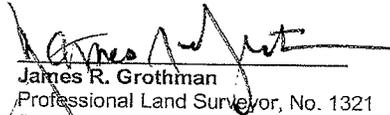
**OWNER:** CRABS ENTERPRISES LLC  
W11032 HOGAN ROAD  
PORTAGE, WI 53901

**SURVEYOR'S CERTIFICATE**

I, **James R. Grothman**, Professional Land Surveyor, do hereby certify that by the order of **CRABS Enterprises, LLC**, I have surveyed, monumented, mapped and divided a part of Lot 2, Certified Survey Map No. 1008, as recorded in Volume 4, Certified Survey Maps, Page 228, as Document No. 450569, located in the Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, and the Southeast Quarter of the Southwest Quarter, Section 9, Town 12 North, Range 9 East, City of Portage, Columbia County, Wisconsin described as follows:

Commencing at the Southeast corner of Section 9;  
Thence South 89°15'47" West along the South line of the Southeast Quarter of said Section 9, 2,237.87 feet;  
thence North 284.89 feet to a point in the North right-of-way line of US Highway 51, State Highway 16 and the point of beginning;  
thence North 49°20'03" West along the North right-of-way line of US Highway 51 and State Trunk Highway 16, 267.64 feet;  
thence North 26°18'27" East, 423.47 feet;  
thence North 52°26'43" West, 186.93 feet;  
thence North 51°38'39" West, 205.98 feet;  
thence South 26°14'33" West, 243.83 feet;  
thence North 50°04'53" West, 55.00 feet;  
thence North 26°21'36" East, along the West line of said Lot 2, 1,006.02 feet to the Northwest corner of said Lot 2 said point being in the South right-of-way line of the Canadian Pacific Railroad Madison line right-of-way;  
thence Southeasterly along a 1,943.08 foot radius curve to the left in the South right-of-way line of the Canadian Pacific Railroad Madison line and the North line of said Lot 2 having a central angle of 00°46'04" and whose long chord bears South 32°29'19" East, 26.04 feet;  
thence South 32°52'21" East along the South right-of-way line of the Canadian Pacific Railroad Madison line and the North line of said Lot 2, 789.91 feet to the Northeast corner of said Lot 2;  
thence South 26°34'26" West along the East line of said Lot 2, 926.24 feet to the point of beginning.  
Containing 564,436 square feet, (12.96 acres), more or less.

I **DO FURTHER CERTIFY** that this is a true and correct representation of the boundaries of the land surveyed and that I have fully complied with the Provisions of Chapter 236.34 of the Wisconsin State Statutes and the City of Portage Subdivision Ordinances to the best of my knowledge and belief.

  
James R. Grothman  
Professional Land Surveyor, No. 1321  
Dated: June 21, 2016  
File No.: 615-358



**CITY OF PORTAGE APPROVAL CERTIFICATE**

**APPROVED** for recording by the City of Portage, Columbia County, Wisconsin.

\_\_\_\_\_  
Rick Dodd, Mayor

\_\_\_\_\_  
Date

I **HEREBY CERTIFY** that the certified survey map is approved by the City of Portage, Wisconsin, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Date

## ORDINANCE NO. 16-017

### ORDINANCE RELATIVE TO ANNEXING TERRITORY TO THE CITY OF PORTAGE (CRABS ENTERPRISES, LLC)

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

#### **Section 1. Territory Annexed.**

In accordance with Sec. 66.0217 of the Wisconsin Statutes and the joint petition for direct annexation filed with the City Clerk on the 28<sup>th</sup> day of October, 2016, signed by all the owners of all the land and real property in the following described territory of the Town of Pacific, Columbia County, Wisconsin, said territory is annexed to the City of Portage, Wisconsin:

Being a part of Lot 2, Certified Survey Map No. 1008 located in the Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter all in Section 9, Town 12 North, Range 9 East, Town of Pacific, Columbia County, Wisconsin described as follows:

Commencing at the East Quarter corner of said Section 9;  
thence South 00°15'35" East along the East line of the Southeast Quarter of said Section 9, 1,852.19 feet;  
thence South 89°44'25" West, 1,963.25 feet to the point of beginning, said point being located in the East line of Lot 2, Certified Survey Map No. 1008;  
thence South 26°34'26" West along said East line of Lot 2, 605.34 feet to a point in the North right-of-way line of US Highway 51 and State Trunk Highway 16;  
thence North 49°20'03" West along said Northerly right-of-way line of US Highway 51 and State Trunk Highway 16, 267.64 feet;  
thence North 26°18'27" East along the West line of said Lot 2, 423.47 feet;  
thence North 52°26'43" West, 186.93 feet;  
thence North 51°38'39" West, 205.98 feet;  
thence South 26°14'33" West, 222.48 feet to a point in the North-South Quarter line of said Section 9;  
thence North 00°03'57" East along said North-South Quarter line of said Section 9, 1,777.37 feet to the center Quarter corner of said Section 9;  
thence North 00°11'17" East along said North-South Quarter line, 277.89 feet to a point in the Southerly right-of-way line of the Canadian Pacific Railroad Railway (Madison line);  
thence South 14°50'55" East along said Southerly right-of-way line of the Canadian Pacific Railroad Railway (Madison line), 623.79 feet;  
thence Southeasterly along a 1,943.08 foot radius curve to the left in said Southerly right-of-way line of the Canadian Pacific Railroad Railway (Madison line) having a central angle of 18°01'26" and whose long chord bears South 23°51'38" East, 608.73 feet;

thence South 32°52'21" East along the Southerly right-of-way line of the Canadian Pacific Railroad Railway (Madison line), 789.91 feet;  
thence South 26°34'26" West along the East line of said Lot 2, 320.90 feet to the point of beginning.

Containing 906,307 square feet (20.81 acres), more or less

## **Section 2. Effect of Annexation.**

From and after the date of this Ordinance the territory described in Section 1 shall be a part of the City of Portage for any and all purposes provided by law and persons coming or residing within such territory shall be subject to all Ordinances, rules and regulations governing the City of Portage.

## **Section 3. Temporary Zoning Classification.**

Upon recommendation of the Plan Commission, the territory annexed to the City of Portage by this ordinance is temporarily zoned as follows pursuant to Wis. Stat.

§66.0217(8)(a):

(a) B-4 General Business for the following described parcels:

Being a part of the Southwest Quarter of the Southeast Quarter, the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter all in Section 9, Town 12 North, Range 9 East, Town of Pacific, Columbia County, Wisconsin described as follows:

Commencing at the South Quarter corner of said Section 9;  
thence North 00°03'57" East along said North - South Quarter line of said Section 9, 1,007.18 feet to the point of beginning, said point also being in the Northerly line of Lot 2, Certified Survey Map, No. 1008;  
thence continuing North 00°03'57" East along said North – South Quarter line of said Section 9, 1,656.77 feet to the Center Quarter corner of said Section 9;  
thence North 00°11'17" East along said North - South Quarter line, 277.89 feet to a point in the Southerly right-of-way line of the CP Railroad Railway (Madison line);  
thence South 14°50'54" East along said Southerly right-of-way line of the CP Railroad Railway (Madison line), 623.79 feet;  
thence Southeasterly along a 1,943.08 foot radius curve to the left in said Southerly right-of-way line of the CP Railroad Railway (Madison line) having a central angle of 17°15'21" and whose long chord bears South 23°28'35" East, 583.00 feet;  
thence South 26°21'36" West along said Northerly line of said Lot 2, 889.44 feet to the point of beginning.

Containing 345,555 square feet (7.93 acres), more or less

And;

Being a part of Lot 2, Certified Survey Map No. 1008 as recorded in Volume 4, Certified Survey Maps, Page 228 as Document No. 450569 located in the Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter, Section 9, Town 12 North, Range 9 East, Town of Pacific, Columbia

County, Wisconsin, described as follows:

Commencing at the Southeast corner of Section 9;  
thence South 89°15'47" West along the South line of the Southeast Quarter of said Section 9, 2,237.87 feet;  
thence North 284.89 feet to a point in the Northerly right-of-way line of US Highway 51 and State Trunk Highway 16, said point also being the Southeast corner of Lot 2, Certified Survey Map No. 1008;  
thence North 49°20'03" West along said Northerly right-of-way line of US Highway 51 and State Trunk Highway 16 and the South line of said Lot 2, 267.64 feet;  
thence North 26°18'27" East, 423.47 feet to the point of beginning;  
thence North 52°26'43" West, 186.93 feet;  
thence North 51°38'39" West, 205.98 feet;  
thence South 26°14'33" West, 243.83 feet;  
thence North 50°04'53" West, 55.00 feet;  
thence North 26°21'36" East, 837.07 feet;  
thence South 32°52'21" East, 509.10 feet;  
thence South 26°18'27" West, 424.80 feet to the point of beginning.  
Containing 236,359 square feet (5.43 acres) more or less.

(b) M-1 Industrial District for the following described parcel:

Being a part of Lot 2, Certified Survey Map No. 1008 as recorded in Volume 4, Certified Survey Maps, Page 228 as Document No. 450569 located in the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter, Section 9, Town 12 North, Range 9 East, Town of Pacific, Columbia County, Wisconsin, described as follows:

Commencing at the Southeast corner of Section 9;  
thence South 89°15'47" West along the South line of the Southeast Quarter of said Section 9, 2,237.87 feet;  
thence North 284.89 feet to the point of beginning;  
thence North 49°20'03" West along the Northerly right-of-way line of US Highway 51 and State Trunk Highway 16 and the South line of said Lot 2, 267.64 feet;  
thence North 26°18'27" West, 848.27 feet;  
thence North 32°52'21" West, 509.10 feet;  
thence North 26°21'36" East, 168.95 feet;  
thence Southeasterly along a 1,943.08 foot radius curve to the left in the South right-of-way line of the CP Railroad Railway, (Madison line) having a central angle of 00°46'04" and whose long chord bears South 32°29'19" East, 26.04 feet;  
thence South 32°52'21" East along the South right-of-way line of the CP Railroad Railway, (Madison line), 789.91 feet;  
thence South 26°34'26" West along the Easterly line of said Lot 2, 926.24 feet to the point of beginning.  
Containing 328,078 square feet (7.53 acres) more or less.

#### **Section 4. Ward Designation.**

The territory described in Section 1 of this Ordinance is hereby made a part of Ward 1 of the City of Portage, subject to the Ordinances, rules and regulations of the

City of Portage governing wards. The population with this territory is zero (0). The MBR Number is 13985.

**Section 5. Severability.**

If any provision of this Ordinance is invalid or unconstitutional or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

**Section 6. Future Taxation and Payment to Town.**

After annexation is effective, the property described in sub-section (1) shall be exempt from further taxation in the Town of Pacific and henceforth shall be subject to taxation and assessments as part of the City of Portage. Pursuant to Wis. Stat. Sec. 66.0217(14), the City of Portage agrees to pay annually to the Town of Pacific Winnebago, for five (5) years, an amount equal to the amount of property taxes that the town levied on the annexed territory, as shown by the tax roll under Wis. Stat. sec. 70.65 in 2016.

**Section 7. Effective Date.**

This Ordinance shall take effect upon passage and publication as provided by law.

Dated this 8<sup>th</sup> day of December, 2016.

\_\_\_\_\_  
Rick Dodd, Mayor

Attest:

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

1<sup>st</sup> Reading:

2<sup>nd</sup> Reading:

Adopted:

Ordinance requested by:  
Plan Commission



WISCONSIN DEPARTMENT OF  
ADMINISTRATION

SCOTT WALKER  
GOVERNOR  
SCOTT A. NEITZEL  
SECRETARY



**Municipal Boundary Review**  
PO Box 1645, Madison WI 53701  
Voice (608) 264-6102 Fax (608) 264-6104  
Email: [wimunicipalboundaryreview@wi.gov](mailto:wimunicipalboundaryreview@wi.gov)  
Web: <http://doa.wi.gov/municipalboundaryreview/>

November 17, 2016

PETITION FILE NO. 13985

MARIE A. MOE, CLERK  
CITY OF PORTAGE  
115 W PLEASANT ST  
PORTAGE, WI 53901-1742

MARLO GUSTAFSON, CLERK  
TOWN OF PACIFIC  
W7530 HIGHWAY 16  
PARDEEVILLE, WI 53954-9520

Subject: CRABS ENTERPRISES / CITY OF PORTAGE ANNEXATION

The proposed annexation submitted to our office on October 28, 2016, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city and any other contiguous village or city...." so as unincorporated land transitions to city or village status, the resulting boundaries are rational and easy for jurisdictions and residents to follow. The subject petition is for territory that is reasonably shaped and contiguous to the **CITY OF PORTAGE**.

Note: It appears that the course N 00deg 03min 57sec E, 120.60' as shown along the N-S 1/4 line on the Annexation Exhibit scale map is missing from the metes and bounds legal description of the territory to be annexed.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please also include the MBR number with your ordinance as this assists with record keeping. Your MBR number is: 13985**

Mail these documents to:

Wisconsin Department of Administration,  
Municipal Boundary Review  
PO Box 1645  
Madison WI 53701-1645

The petition file is available for viewing at: <http://mds.wi.gov/View/Petition?ID=2052>

Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner

Document No.

**UTILITY EASEMENT AGREEMENT**

Return to:  
Miller & Miller, LLC  
PO Box 200  
Portage, WI 53901

(P)11-271-2581.02, (P)\_\_\_\_\_ & (P)\_\_\_\_\_

Parcel Numbers

THIS UTILITY EASEMENT AGREEMENT (hereinafter "Agreement") is granted by the City of Portage, a Wisconsin municipal corporation (hereinafter the "City") to CRABS Enterprises, LLC (hereinafter "CRABS").

**RECITALS:**

- A. The City is the fee holder of certain real property in the City of Portage, Columbia County, State of Wisconsin, (hereinafter the "Property") described on Addendum A.
- B. CRABS owns a parcel adjacent to the Property (hereinafter referred to as the "CRABS Parcel") described on Addendum B.
- C. CRABS has requested that City grant a permanent utility easement on a portion of the Property. The legal description of that Utility Easement Area is set forth on Addendum C.

**AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Grant of Easement.** The City grants to CRABS and its successors and assigns, a perpetual utility easement and right of way for the construction, repair and replacement of sewer and

water laterals to connect to the City water and sanitary sewer systems, with the right of ingress and egress for the purpose of this grant, on and over the Utility Easement Area. The City retains the right to use the Utility Easement Area for any purpose which does not unreasonably interfere with the easement rights provided for under this Agreement.

**2. Maintenance and Repair.** CRABS shall be at all times solely responsible for the construction, maintenance and repair of the sewer and water laterals located within the Utility Easement Area from the connection to the sanitary sewer and the water main to the CRABS Parcel.

**3. Termination of Easement.** The City may extend sanitary sewer and a water main along US Highway 51/State Highway 16 immediately to the southwest of the CRABS Parcel. In that event, the City may require CRABS to connect directly to the sanitary sewer and water main, and when CRABS connects to the sanitary sewer and water main on the southwest boundary of the CRABS Parcel, this Utility Easement Agreement and the Grant of Easement shall terminate. CRABS is responsible to disconnect the water and sewer laterals from the water main and sanitary sewer mains in the easement prior to the termination of this Agreement.

**4. Covenants Run with Land.** The foregoing easement shall be deemed to benefit the Chase Parcel. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and Chase and their respective successors and assigns.

**5. Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

**6. Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Columbia County, Wisconsin.

**7. Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

**8. Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

**9. Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

**10. Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

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

**CITY OF PORTAGE**

**CRABS ENTERPRISES, LLC**

BY: \_\_\_\_\_  
Rick Dodd, Mayor

BY: \_\_\_\_\_  
Paul Breene, Authorized Member

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

STATE OF WISCONSIN )  
( SS  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above-named Paul Breene, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

STATE OF WISCONSIN )  
( SS  
COUNTY OF COLUMBIA )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above-named Rick Dodd, Mayor and Marie A. Moe, City Clerk of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledge that they executed the foregoing instrument, as such officers, as the deed of said corporation, by its authority.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

Attachments: Addendum A, Addendum B, Addendum C

This document was drafted by:  
Attorney Jesse Spankowski  
Miller and Miller, LLC  
311 DeWitt Street  
PO Box 200  
Portage, WI 53901  
(608) 742-8585

## **Addendum A**

### Legal Description of the Property:

Being a part of Lot 2 of Certified Survey Map 5209, as recorded in Volume 36 of Certified Survey Maps, Page 140 as Document No. 820223, City of Portage, Columbia County, Wisconsin.

Also being a part of the Southwest Quarter of the Southeast Quarter, the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter all in Section 9, Town 12 North, Range 9 East, Town of Pacific, Columbia County, Wisconsin described as follows:

Commencing at the South Quarter corner of said Section 9;  
thence North  $00^{\circ}03'57''$  East along said North - South Quarter line of said Section 9, 1,007.18 feet to the point of beginning, said point also being in the Northerly line of Lot 2, Certified Survey Map, No. 1008;  
thence continuing North  $00^{\circ}03'57''$  East along said North - South Quarter line of said Section 9, 1,656.77 feet to the Center Quarter corner of said Section 9;  
thence North  $00^{\circ}11'17''$  East along said North - South Quarter line, 277.89 feet to a point in the Southerly right-of-way line of the CP Railroad Railway (Madison line);  
thence South  $14^{\circ}50'54''$  East along said Southerly right-of-way line of the CP Railroad Railway (Madison line), 623.79 feet;  
thence Southeasterly along a 1,943.08 foot radius curve to the left in said Southerly right-of-way line of the CP Railroad Railway (Madison line) having a central angle of  $17^{\circ}15'21''$  and whose long chord bears South  $23^{\circ}28'35''$  East, 583.00 feet;  
thence South  $26^{\circ}21'36''$  West along said Northerly line of said Lot 2, 889.44 feet to the point of beginning.

## **Addendum B**

Legal Description of CRABS Parcel:

Lot 1, Certified Survey Map No. \_\_\_\_\_ as recorded in Volume \_\_, Certified Survey Maps, Page \_\_\_\_\_  
as Document No. \_\_\_\_\_ located in the City of Portage, Columbia County, Wisconsin.

## **Addendum C**

**A 30 Foot Wide Utility Easement:**    *(An Easement Across City Property)*

Being a part of the Northwest Quarter of the Southeast Quarter of Section 9, Town 12 North, Range 9 East, and a part Lot 2, Certified Survey Map, No. 5209 as recorded in Volume 36 of Certified Survey Maps, page 140 as Document No. 820223, all in the City of Portage, Columbia County, Wisconsin, described as follows:

Commencing at the South Quarter corner of said Section 9;  
thence North 00°03'57" East along the North – South Quarter line of said Section 9, 1,007.18 feet to a point on the East line of Lot 2, Certified Survey Map, No. 5209;  
thence North 26°21'36" East along the West line of Lot 2, Certified Survey Map, No. 1008, 601.37 feet to the point of beginning;  
thence North 49°01'16" West, 877.79 feet;  
thence North 36°27'10" East, 30.09 feet;  
thence South 49°01'16" East, 872.34 feet to a point on the West line of Lot 2, Certified Survey Map, No. 1008;  
thence South 26°21'36" West along the West line of said Lot 2, Certified Survey Map, No. 1008, 31.00 feet to the point of beginning.



**Claims - Finance Meeting 12/8/2016**

**Vendor Summary Report**

29,642.38	Alliant
2,983.16	Amazon - Library Materials
2,340.00	Aquachem Sewer
32,315.40	Columbia County Solid Waste
111,421.00	Dept of Empl Trust
5,180.88	General Engineering (1)
188,033.85	Harmony Const Mgt; Water Bldg 16-610W03
4,950.00	LW Allen Sewer Repair Work
6,000.00	Master Graphics Muni Svc Scanner/Plotter
32,937.08	Monroe Truck Snow Plow/Box #16-420E06 \$31,572; Repair Equip \$1,365.08
29,120.19	Portage Water Utility
3,867.00	Strand Associates; Server Upgrd \$1097.55; IT Support \$2769.45
5,940.00	Tapco Theater Crosswalk #16-20C05
5,975.00	Tremco Weatherproofing Muni Bldg Canopy Roof Repair
46,864.48	WRS

(1) General Engineering		
\$	782.70	Screw Pump 16-620S04
\$	560.00	GIS Update
\$	1,027.49	Permits Comm (7)
\$	2,810.69	Permits Resid (19)
\$	5,180.88	

507,570.42 Subtotal

551,014.11 551,014.11 Total  
92%

**Paid Invoice Listing 151605-151699 Checks & Wires**

131,512.00	A&J Vans (4) Taxis 16-420V02
3,000.00	Scott Davis - BID
6,520.37	Delta Dental
2,500.00	Discover Mediaworks - Toursim
2,556.00	Don Rick Insurance - BID
9,852.00	Handyman Exteriors - Block Grant
14,626.00	Great West Retirement Svc
6,952.78	Kwik Trip
63,434.25	Running: October Taxi
4,860.00	South Center WI Roofing - PEC
5,586.04	St of WI - Municipal Court
35,169.00	Utility Sales & Service 16-420E05 Chassis Bucket Truck
3,528.42	V&H Trucks 16-420E06 Plow Truck balance
76,307.85	Comm Bank of Ptg Tax W/H Fed (903/905)
14,989.40	Comm Bank of Ptg Tax W/H State (907)

381,394.11 Subtotal

400,324.15 400,324.15 Total  
95%

**Water Claims not paid input date 11/1/16-11/30/16**

1,252.19	Alliant
3,354.43	Cargill Salt Division
12,547.83	City Treasurer - Payroll
1,757.50	LMS Const
3,024.40	Martelle Water Treatment

21,936.35 Subtotal

26,787.82 26,787.82 Total  
82%

**Water Pd Claims 15959-15965**

8,785.13	Alliant Energy
27,189.48	City Treasurer - Muni Owned Tax; AP
19,461.55	City Treasurer - Payroll

55,436.16 Subtotal

56,095.33 56,095.33 Total  
98.8%

**1,034,221.41** Total Claims

397,635.52 Total Capital Related Claims

636,585.89 Total Other Claims

DATE: 12/02/2016  
TIME: 13:43:40  
ID: AP442000.WOW

CITY OF PORTAGE  
VENDOR SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/08/2016

VENDOR #	NAME	AMOUNT DUE
5ALARM	5 ALARM	583.00
ADAMCOL	ADAMS-COLUMBIA ELECTRIC COOP	30.72
ALERETOX	ALERE TOXICOLOGY SERVICES INC	173.25
ALLIENE	ALLIANT ENERGY	29,642.38
AMAZON	AMAZON	2,983.16
AMERFAS	AMERICAN FASTENER	55.04
AQUACHE	AQUACHEM OF AMERICA INC.	2,340.00
ARAMUNI	AUS LA CROSSE MC LOCKBOX	524.12
BADGSPOR	BADGER SPORTING GOODS	1,144.00
BAKEENT	BAKER & TAYLOR	1,575.79
BARTPE	PETER BARTACZEWICZ	189.00
BASSMEC	BASSETT MECHANICAL	354.40
BEARBRA	BEAR GRAPHICS, INC.	86.58
BELCO	BELCO VEHICLE SOLUTIONS	2,289.53
BOBCAT	BOBCAT PLUS, INC.	228.59
BRAUNAN	ANTHONY J. BRAUNER	398.86
BRUCMUN	BRUCE EQUIPMENT, INC	1,060.94
BSNSPO	BSN SPORTS INC.	932.01
CAPIBAT	CAPITOL CITY BATTERY, INC.	219.90
CAPNEWS	CAPITAL NEWSPAPERS	1,274.27
CAREWCO	CAREW CONCRETE & SUPPLY CO INC	162.50
CCHIGH	COLUMBIA COUNTY HIGHWAY	692.90
CCSOLID	COLUMBIA CO. SOLID WASTE	32,315.40
CENTLINK	CENTURY LINK	39.88
CENTSPR	CENTURY SPRINGS BOTTLING CO	27.00
CHARCOM	CHARTER COMMUNICATIONS	764.29
CHARWI	WILLIAM CHARLEBOIS	326.73
CHEERLEA	CHEERLEADING.COM	153.50
CINTAS	CINTAS CORPORATION #446	284.06
COMMSER	COMMUNICATIONS SERVICE	81.25
COMPLETE	COMPLETE OFFICE OF WISCONSIN	22.54
CONVSOL	CONVERGENT SOLUTIONS INC	272.75
COUNPLU	COUNTRY PLUMBER, INC	2,297.42
CRAWOIL	CRAWFORD OIL CO., INC.	1,276.70
CREACUTS	CREATIVE CUTS LAWN CARE &	65.00
DEANHEAL	DEAN CLINIC	100.00
DEMCO	DEMCO, INC.	336.96
DEPTEMP	DEPT. OF EMPLOYEE TRUST FUNDS	111,421.00
DIVISAV	DIVINE SAVIOR HEALTHCARE	577.50
DJFENCE	THE D.J. FENCE CO.	920.00
ELECONE	ELECTRIC ONE	1,280.07
ENVITEC	ENVIROTECH EQUIPMENT CO	70.72
EVIDENT	EVIDENT, INC.	93.50
FASTCO	FASTENAL COMPANY	82.80

DATE: 12/02/2016  
TIME: 13:43:40  
ID: AP442000.WOW

CITY OF PORTAGE  
VENDOR SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 12/08/2016

VENDOR #	NAME	AMOUNT DUE
FIRESAFE	FIRE & SAFETY EQUIPMENT INC	97.00
FIRSAFUS	FIRE SAFETY USA, INC	215.00
GALLS	GALLS, AN ARAMARK COMPANY	89.94
GENENG	GENERAL ENGINEERING COMPANY	5,180.88
GEOTECH	GEOTECH ENVIRONMENTAL	272.38
GRAINGER	GRAINGER	219.34
HAMMARB	HAMM'S ARBORCARE, INC	192.00
HARMCON	HARMONY CONSTRUCTION MGMT.	188,033.85
HASTAIR	HASTING AIR-ENERGY CONTROL INC	1,320.65
INGRBOO	INGRAM LIBRARY SERVICES	89.33
INTEELE	INTERSTATE ELECTRIC SUPPLY CO.	36.54
JFAHREN	J.F. AHERN COMPANY	245.00
KYOCERA	KYOCERA MITA, INC.	90.36
LEADS	LEADSONLINE.COM	2,128.00
LWALLEN	L.W. ALLEN, LLC	4,950.00
MADPUB	MADISON PUBLIC LIBRARY	15.99
MASTGRA	MASTER GRAPHICS	6,000.00
MIDAMER	MID-AMERICAN RESEARCH CHEMICAL	211.74
MIDTAPE	MIDWEST TAPE	490.00
MINNMUT	THE MINNESOTA LIFE INSURANCE	2,238.99
MONRTRU	MONROE TRUCK EQUIPMENT, INC.	32,937.08
NAPAAUT	NAPA AUTO PARTS	595.00
NATPENCO	NATIONAL PEN CO. LLC	70.44
NORTCEN	NORTH CENTRAL LABORATORIES	1,664.71
OBRIAGE	THE O'BRION AGENCY, LLC	78.00
OREIAUT	O'REILLY AUTO PARTS	11.79
PENGRAN	PENGUIN RANDOM HOUSE LLC	178.00
PORTFUR	PORTAGE FURNITURE STORE	1,618.00
PORTLUM	PORTAGE LUMBER	171.64
PORTPRI	PORTAGE PRINTING	145.00
PORTWAT	PORTAGE WATER UTILITY	29,120.19
PREMWAT	PREMIUM WATERS, INC.	28.50
RELIFIR	RELIANT FIRE APPARATUS INC	92.84
REVODAN	REVOLUTION DANCEWEAR	228.40
RHYMBUS	RHYME BUSINESS PRODUCTS	22.00
SAFEMARK	SAFEMARK, LLC	417.84
SCHUMI	MICHAEL SCHUTZ	11.54
SCOTTCON	SCOTT CONSTRUCTION INC.	1,020.48
SHARECO	SHARE CORP	102.92
SOBISTE	STEVE SOBIEK	175.50
SOUTCEN	SOUTH CENTRAL LIBRARY	1,510.14
SPEEDEE	SPEE-DEE DELIVERY SERVICE	27.03
STAPLES	STAPLES CREDIT PLAN	407.24
STRAASS	STRAND ASSOCIATES INC	3,867.00

DATE: 12/02/2016  
TIME: 13:43:40  
ID: AP442000.WOW

CITY OF PORTAGE  
VENDOR SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 12/08/2016

VENDOR #	NAME	AMOUNT DUE
SUPECHE	SUPERIOR CHEMICAL INC	1,172.71
TAPCO	TAPCO	5,940.00
THOMKL	KLAUDE THOMPSON	255.41
TREMCO	TREMCO WEATHERPROOFING TECH	5,975.00
TRUCKCO	TRUCK COUNTRY	738.81
UNIQMAN	UNIQUE MANAGEMENT SERVICES INC	71.60
UWEXTCO	UW EXTENSION COLUMBIA COUNTY	26.54
V&H	V&H, INC. TRUCKS	93.51
WALMART	WALMART COMMUNITY	96.92
WALSACE	WALSH'S ACE HARDWARE	1,183.22
WALTER	ERIC WALTERS	461.92
WAUKCOT	WAUKESHA COUNTY TECH COLLEGE	255.00
WCMA	WISCONSIN CITY/COUNTY	148.51
WEAVAUT	WEAVER AUTO PARTS	16.56
WELWILL	WILLIAM P. WELSH	606.67
WILKIL	WIL-KIL PEST CONTROL	40.00
WPRA	WISCONSIN PARK AND	150.00
WRS	WISCONSIN RETIREMENT SYSTEM	46,864.48
ZEPMAN	ZEP SALES & SERVICE	510.57
ZIMMPLU	ZIMMERMAN PLUMBING INC	38.40

TOTAL ALL VENDORS: 551,014.11

DATE: 12/02/2016  
 TIME: 12:25:14  
 ID: AP450000.WOW

CITY OF PORTAGE  
 PAID INVOICE LISTING

VENDOR # WIRESTAT COMMUNITY BANK OF PORTAGE  
 FROM 11/10/2016 TO 12/06/2016

INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
-----								
WIRESTAT	COMMUNITY BANK OF PORTAGE							
161031			11/11/16		940868	11/11/16	7,566.69	7,566.69
	01	161031		1000021000907				5,888.75
	02	161031		2110021000907				22.33
	03	161031		2250021000907				12.79
	04	161031		2300021000907				371.83
	05	161031		2750021000907				51.92
	06	161031		6100021000907				619.77
	07	161031		6200021000907				599.30
161110	PAYROLL		11/10/16		917664	11/23/16	7,422.71	7,422.71
	01	161110		1000021000907				5,761.59
	02	161110		2110021000907				22.33
	03	161110		2250021000907				12.79
	04	161110		2300021000907				377.10
	05	161110		2750021000907				51.92
	06	161110		6100021000907				604.63
	07	161110		6200021000907				592.35
							VENDOR TOTAL:	14,989.40
							TOTAL --- ALL INVOICES:	14,989.40

DATE: 12/02/2016  
 TIME: 12:25:47  
 ID: AP450000.WOW

CITY OF PORTAGE  
 PAID INVOICE LISTING

VENDOR # GWRS GREAT WEST RETIREMENT SERVICES  
 FROM 11/10/2016 TO 12/02/2016

INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
-----								
GWRS	GREAT WEST RETIREMENT SERVICES							
161110	PAYROLL		11/10/16		956623	11/10/16	7,313.00	7,313.00
	01	161110 PAYROLL		1000021000923	00000000			3,828.00
	02	161110 PAYROLL		1000021000923	00000000			1,185.00
	03	161110 PAYROLL		2110021000923	00000000			5.00
	04	161110 PAYROLL		2300021000923	00000000			700.00
	05	161110 PAYROLL		6100021000923	00000000			1,062.00
	06	161110 PAYROLL		6100021000923	00000000			66.00
	07	161110 PAYROLL		6200021000923	00000000			458.00
	08	161110 PAYROLL		6200021000923	00000000			9.00
161125	PAYROLL		11/23/16		963917	11/25/16	7,313.00	7,313.00
	01	161125 PAYROLL		1000021000923	00000000			3,828.00
	02	161125 PAYROLL		1000021000923	00000000			1,185.00
	03	161125 PAYROLL		2110021000923	00000000			5.00
	04	161125 PAYROLL		2300021000923	00000000			700.00
	05	161125 PAYROLL		6100021000923	00000000			1,062.00
	06	161125 PAYROLL		6100021000923	00000000			66.00
	07	161125 PAYROLL		6200021000923	00000000			458.00
	08	161125 PAYROLL		6200021000923	00000000			9.00
							VENDOR TOTAL:	14,626.00
							TOTAL --- ALL INVOICES:	14,626.00

DATE: 12/02/2016  
 TIME: 12:27:26  
 ID: AP450000.WOW

CITY OF PORTAGE  
 PAID INVOICE LISTING

VENDOR # WIRE COMMUNITY BANK OF PORTAGE  
 FROM 11/10/2016 TO 12/02/2016

INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
-----								
WIRE	COMMUNITY BANK OF PORTAGE							
161110	PAYROLL		11/10/16		961231	11/10/16	38,241.09	38,241.09
	01 161110 PAYROLL	1000021000903		00000000				16,711.16
	02 161110 PAYROLL	1000021000905		00000000				12,706.10
	03 161110 PAYROLL	2110021000903		00000000				123.74
	04 161110 PAYROLL	2110021000905		00000000				52.27
	05 161110 PAYROLL	2250021000903		00000000				42.34
	06 161110 PAYROLL	2250021000905		00000000				22.77
	07 161110 PAYROLL	2300021000903		00000000				1,946.42
	08 161110 PAYROLL	2300021000905		00000000				617.40
	09 161110 PAYROLL	2750021000903		00000000				177.42
	10 161110 PAYROLL	2750021000905		00000000				93.17
	11 161110 PAYROLL	6100021000903		00000000				1,566.86
	12 161110 PAYROLL	6100021000905		00000000				1,220.63
	13 161110 PAYROLL	6200021000903		00000000				1,815.54
	14 161110 PAYROLL	6200021000905		00000000				1,145.27
161125	PAYROLL		11/25/16		923510	11/25/16	38,009.40	38,009.40
	01 161125 PAYROLL	1000021000903		00000000				16,719.34
	02 161125 PAYROLL	1000021000905		00000000				12,657.90
	03 161125 PAYROLL	2110021000903		00000000				155.06
	04 161125 PAYROLL	2110021000905		00000000				66.84
	05 161125 PAYROLL	2250021000903		00000000				42.34
	06 161125 PAYROLL	2250021000905		00000000				22.77
	07 161125 PAYROLL	2300021000903		00000000				1,880.16
	08 161125 PAYROLL	2300021000905		00000000				574.62
	09 161125 PAYROLL	2750021000903		00000000				177.42
	10 161125 PAYROLL	2750021000905		00000000				93.17
	11 161125 PAYROLL	6100021000903		00000000				1,581.00
	12 161125 PAYROLL	6100021000905		00000000				1,191.65
	13 161125 PAYROLL	6200021000903		00000000				1,762.80
	14 161125 PAYROLL	6200021000905		00000000				1,084.33
161130			12/02/16		982078	12/02/16	57.36	57.36
	01 161130	1000021000903		00000000				13.98
	02 161130	1000021000905		00000000				37.86
	03 161130	6100021000903		00000000				4.86
	04 161130	6200021000903		00000000				0.66

VENDOR TOTAL: 76,307.85  
 TOTAL --- ALL INVOICES: 76,307.85

DATE: 12/02/2016  
 TIME: 12:28:16  
 ID: AP450000.WOW

CITY OF PORTAGE  
 PAID INVOICE LISTING

FROM CHECK # 151605 TO 151699

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
A&JVANS	A & J VANS								
	27575			11/29/16		151679	11/30/16	131,512.00	2,085.00
		01 QSTRAINT ELECT RET 6593	2600053500830		00000000				995.00
		02 MID FT REST PLATE 6593	2600053500830		00000000				195.00
		03 KIT 2ND ROW BENCH 6593	2600053500830		00000000				895.00
	27576			11/29/16		151679	11/30/16	131,512.00	2,085.00
		01 QSTRAINT ELEC RET 6594	2600053500830		00000000				995.00
		02 MID FT REST PLT 6594	2600053500830		00000000				195.00
		03 KIT 2ND ROW BNCH 6594	2600053500830		00000000				895.00
	27577			11/29/16		151679	11/30/16	131,512.00	995.00
		01 16 QSTRAINT ELEC RETR 6588	2600053500830		00000000				995.00
	27578			11/29/16		151679	11/30/16	131,512.00	995.00
		01 QSTRAINT ELEC RET 6590	2600053500830		00000000				995.00
	27671			11/29/16		151679	11/30/16	131,512.00	31,338.00
		01 16 VAN 6593	2600053500830		00000000				21,203.00
		02 16 ADA 6593	2600053500830		00000000				10,135.00
	27672			11/29/16		151679	11/30/16	131,512.00	31,338.00
		01 16 VAN 6590	2600053500830		00000000				21,203.00
		02 16 ADA 6590	2600053500830		00000000				10,135.00
	27673			11/29/16		151679	11/30/16	131,512.00	31,338.00
		01 16 VAN 6594	2600053500830		00000000				21,203.00
		02 16 ADA 6594	2600053500830		00000000				10,135.00
	27674			11/29/16		151679	11/30/16	131,512.00	31,338.00
		01 16 VAN 6588	2600053500830		00000000				21,203.00
		02 16 ADA 6588	2600053500830		00000000				10,135.00
								VENDOR TOTAL:	131,512.00
ADLIDIS	ADLIT DISTRIBUTING & PUBL.								
	17 WISTRAVEL LINK			12/01/16		151682	12/02/16	125.00	125.00
	01 WISTRAVLE LINK 17		2400056000296		00000000				125.00
								VENDOR TOTAL:	125.00
AFLAC	AMERICAN FAMILY LIFE								
	890876 1611			11/12/16		151670	11/25/16	1,075.31	1,075.31
	01 1611		1000021000929		00000000				1,075.31
								VENDOR TOTAL:	1,075.31



CITY OF PORTAGE  
 PAID INVOICE LISTING

FROM CHECK # 151605 TO 151699

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	CIT REIMB			11/18/16		151675	11/25/16	35.00	35.00
	01	CIT REIMB	1004545110000		00000000				35.00
									VENDOR TOTAL:
									35.00
DAVISCO	SCOTT DAVIS DBA								
	1612	NOVEMBER 16		12/02/16		151686	12/02/16	3,000.00	3,000.00
	01	NOVEMBER 16	2450056720241		00000000				3,000.00
									VENDOR TOTAL:
									3,000.00
DECOFR	DECORAH, FREEMAN W.								
	2016042	REIMB		11/11/16		151606	11/11/16	1,253.96	1,253.96
	01	2016042 REIMB P 874 806 ADAMS	6204242050000		00000000				1,250.00
	02	2016042 REIMB P 874 806 ADAMS	6204848111000		00000000				3.96
									VENDOR TOTAL:
									1,253.96
DELTDEN	DELTA DENTAL PLAN OF WISCONSN								
	1612			12/02/16		151687	12/02/16	6,520.37	6,520.37
	01	1612	1000021000913		00000000				2,152.60
	02	1612	1000021000929		00000000				2,685.44
	03	1612	2110021000913		00000000				8.00
	04	1612	2110021000929		00000000				0.36
	05	1612	2250021000913		00000000				12.37
	06	1612	2250021000929		00000000				0.16
	07	1612	2300021000913		00000000				260.00
	08	1612	2300021000929		00000000				304.27
	09	1612	2750021000913		00000000				53.62
	10	1612	2750021000929		00000000				34.16
	11	1612	6100021000913		00000000				193.60
	12	1612	6100021000929		00000000				321.32
	13	1612	6200021000913		00000000				212.40
	14	1612	6200021000929		00000000				282.07
									VENDOR TOTAL:
									6,520.37
DISCMEDI	DISCOVER MEDIAWORKS								
	11589			11/15/16		151671	11/25/16	2,500.00	2,500.00
	01	DISCOVER WI 3 OF 3	2400056000296		00000000				2,500.00
									VENDOR TOTAL:
									2,500.00
DONRICK	DON RICK INSURANCE								
	489006			11/18/16		151688	12/02/16	2,556.00	2,556.00







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CITY OF PORTAGE  
 PAID INVOICE LISTING

FROM CHECK # 151605 TO 151699

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
PARDBOYS	PARDEEVILLE	BOYS HOOPS CLUB							
	1611	REF FEES		11/16/16		151622	11/16/16	80.00	80.00
		01 BASKETBALL GIRLS REF FEES	1003055300111		00000000				80.00
									VENDOR TOTAL:
									80.00
PETTY	PETTY CASH								
	1611	POLICE DEPT		11/17/16		151628	11/18/16	75.50	75.50
		01 POLICE DEPT PETTY	1001052110340		00000000				75.50
	161111	PARK REC		11/11/16		151613	11/11/16	32.11	32.11
		01 POSTAGE PARKS	1003055200291		00000000				30.00
		02 PROGRAM SUPPLIES	1003055300340		00000000				2.11
									VENDOR TOTAL:
									107.61
PORTCHAM	PORTAGE AREA	CHAMBER OF							
	13751			11/14/16		151696	12/02/16	1,385.00	1,385.00
		01 ADVERTISING LAST PAYMENT 2016	2450056720296		00000000				1,385.00
	13759	WALKING TOUR		11/18/16		151673	11/25/16	1,000.00	1,000.00
		01 WALKING TOUR PRINTING	2400056000296		00000000				1,000.00
									VENDOR TOTAL:
									2,385.00
POSTMAS	POSTMASTER								
	2016	TB PTG		11/11/16		151614	11/11/16	1,856.00	1,856.00
		01 16 TAX BILL PROCESSING	1000251500219		00000000				1,856.00
									VENDOR TOTAL:
									1,856.00
PURCPOW	PURCHASE POWER								
	1612-48355333			11/18/16		151629	11/18/16	167.59	167.59
		01 POSTAGE	2300055110291		00000000				167.59
									VENDOR TOTAL:
									167.59
REINBRO	REINDERS INC								
	165228300			10/24/16		151697	12/02/16	395.07	395.07
		01 TORO	2450056720351		00000000				395.07
									VENDOR TOTAL:
									395.07
RUNNING	RUNNING INC.								
	15707			11/07/16		151615	11/11/16	63,434.25	63,434.25

CITY OF PORTAGE  
 PAID INVOICE LISTING

FROM CHECK # 151605 TO 151699

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	15707	01 SHARED RIDE TAXI SERVICE	2600053520725	11/07/16	00000000	151615	11/11/16	63,434.25	63,434.25
									63,434.25
									VENDOR TOTAL:
									63,434.25
SERVPRO	SERVPRO OF MADISON INC								
	5124292 PEC	01 EMERGENCY WATER REPAIRS	2750056710821	11/10/16	00000000	151630	11/18/16	873.84	873.84
									873.84
									VENDOR TOTAL:
									873.84
SOUCENRO	SOUTH CENTRAL WISCONSIN ROOFIN								
	1016162	01 PEC	2750056710821	10/10/16	00016141	151616	11/11/16	4,860.00	4,860.00
									4,860.00
									VENDOR TOTAL:
									4,860.00
STAPLES	STAPLES CREDIT PLAN								
	6035517820094349-11A	01 SUPPLIES	1001052110310	11/04/16	00000000	151631	11/18/16	409.95	409.95
		02 SUPPLIES	1001052110310		00000000				275.74
									134.21
									VENDOR TOTAL:
									409.95
STWICOUR	STATE OF WISCONSIN COURT FINES								
	1610 ENDEAVOR STATE	01 1610 ENDEAVOR	1004545115000	11/09/16	00000000	151617	11/11/16	5,586.04	72.40
									72.40
	1610 PORTAGE STATE	01 1610 PORTAGE STATE	1004545110000	11/09/16	00000000	151617	11/11/16	5,586.04	5,513.64
									5,513.64
									VENDOR TOTAL:
									5,586.04
SUPPORT	WISCONSIN SUPPORT COLLECTIONS								
	161110 PAYROLL	01 161110 PAYROLL	1000021000925	11/11/16	00000000	151618	11/11/16	246.92	246.92
									246.92
	161125 PAYROLL	01 161125 PAYROLL	1000021000925	11/23/16	00000000	151674	11/25/16	246.92	246.92
									246.92
									VENDOR TOTAL:
									493.84
TOWPAC	TOWN OF PACIFIC								
	17 HAUL WASTE			11/17/16		151698	12/02/16	100.00	100.00

DATE: 12/02/2016  
 TIME: 12:28:16  
 ID: AP450000.WOW

CITY OF PORTAGE  
 PAID INVOICE LISTING

FROM CHECK # 151605 TO 151699

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	17	HAUL WASTE		11/17/16		151698	12/02/16	100.00	100.00
	01	17 HAUL WASTE LICENSE	1002053631505		00000000				100.00
									VENDOR TOTAL: 100.00
UTIL		UTILITY SALES AND SERVICE							
	0061271-IN			10/25/16		151619	11/11/16	35,169.00	35,169.00
	01	CHASSIS 2017 FORD F550	4200057500840		00000000				35,169.00
									VENDOR TOTAL: 35,169.00
V&H		V&H, INC. TRUCKS							
	21507B	PLOW TRUCK		11/21/16		151676	11/25/16	3,528.42	3,528.42
	01	PLOW TRUCK WESTERN STAR 4700	4200057500840		00016068				3,528.42
									VENDOR TOTAL: 3,528.42
WALMARSU		WALMART SUPERCENTER							
	1611	HOWELL&COURTN		11/18/16		151632	11/18/16	89.78	89.78
	01	RESITUT HOWELL & COURTNEY	1004545110000		00000000				89.78
	RESTIT	NASETT		12/02/16		151699	12/02/16	50.00	50.00
	01	RESTITUTION NASETT	1004545110000		00000000				50.00
									VENDOR TOTAL: 139.78
WELLSASP		WELLS ASPHALT PAVING							
	DEPOSIT 820 W	CARROL		11/23/16		151677	11/25/16	1,000.00	1,000.00
	01	820 W CARROLL ST DEPOSIT	1000023000939		00000000				1,000.00
									VENDOR TOTAL: 1,000.00
WI DETRA		WI DEPT. OF TRANSPORTATION							
	161125	SUSP REFUSE		11/01/16		151678	11/25/16	10.00	10.00
	01	SUSPEND REFUSE	1004545110000		00000000				10.00
									VENDOR TOTAL: 10.00
WPPA		WISCONSIN PROFESSIONAL POLICE							
	16110	PAYROLL		11/11/16		151620	11/11/16	747.00	747.00
	01	161110 PAYROLL	1000021000917		00000000				747.00
									VENDOR TOTAL: 747.00
									TOTAL --- ALL INVOICES: 294,400.90

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
<b>ALLIANT ENERGY/WP&amp;L</b>							
	Total ALLIANT ENERGY/WP&L				1,252.19	.00	
<b>ARAMARK UNIFORM SERVICES</b>							
	Total ARAMARK UNIFORM SERVICES				202.21	.00	
<b>BLACKBURN MANUFACTURING CO</b>							
	Total BLACKBURN MANUFACTURING CO				86.08	.00	
<b>CARGILL INC-SALT DIVISION</b>							
	Total CARGILL INC-SALT DIVISION				3,354.43	.00	
<b>CHARTER COMMUNICATIONS</b>							
	Total CHARTER COMMUNICATIONS				84.99	.00	
<b>CITY TREASURER-PAYROLL</b>							
	Total CITY TREASURER-PAYROLL				12,547.83	.00	
<b>COLUMBIA COUNTY SOLID WASTE</b>							
	Total COLUMBIA COUNTY SOLID WASTE				48.00	.00	
<b>COUNTRY PLUMBER</b>							
	Total COUNTRY PLUMBER				150.00	.00	
<b>CRAWFORD OIL CO INC</b>							
	Total CRAWFORD OIL CO INC				191.00	.00	
<b>CT LABORATORIES, LLC</b>							
	Total CT LABORATORIES, LLC				180.00	.00	
<b>DIGGERS HOTLINE INC</b>							
	Total DIGGERS HOTLINE INC				167.16	.00	
<b>FRONTIER</b>							
	Total FRONTIER				302.88	.00	
<b>GRAINGER</b>							
	Total GRAINGER				53.56	.00	
<b>LMS CONSTRUCTION INC</b>							
	Total LMS CONSTRUCTION INC				1,757.50	.00	
<b>MARTELLE WATER TREATMENT</b>							
	Total MARTELLE WATER TREATMENT				3,024.40	.00	
<b>MIDWEST METER INC</b>							
	Total MIDWEST METER INC				119.78	.00	
<b>NORTH WOODS SUPERIOR CHEMICAL</b>							
	Total NORTH WOODS SUPERIOR CHEMICAL				184.05	.00	
<b>O'REILLY AUTO PARTS</b>							
	Total O'REILLY AUTO PARTS				138.84	.00	
<b>P W U</b>							
	Total P W U				973.60	.00	
<b>POMP'S TIRE SERVICE INC</b>							

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
	Total POMP'S TIRE SERVICE INC				883.82	.00	
<b>PORTAGE LUMBER DO-IT</b>							
	Total PORTAGE LUMBER DO-IT				142.16	.00	
<b>PORTAGE PRINTING</b>							
	Total PORTAGE PRINTING				142.00	.00	
<b>STAPLES CREDIT PLAN</b>							
	Total STAPLES CREDIT PLAN				184.32	.00	
<b>TRACTOR SUPPLY CREDIT PLAN</b>							
	Total TRACTOR SUPPLY CREDIT PLAN				62.96	.00	
<b>U S POSTAL SERVICE</b>							
	Total U S POSTAL SERVICE				215.00	.00	
<b>USA BLUE BOOK</b>							
	Total USA BLUE BOOK				147.33	.00	
<b>WALSH'S ACE HARDWARE</b>							
	Total WALSH'S ACE HARDWARE				166.73	.00	
<b>WI STATE LABORATORY OF HYGIENE</b>							
	Total WI STATE LABORATORY OF HYGIENE				25.00	.00	

Total Paid: -  
 Total Unpaid: 26,787.82  
 Grand Total: 26,787.82

Portage Water Utility

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

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount
11/16	11/18/2016	15959	127	24 HOUR HOME COMFORT SERVICE	797678	1	1-655350		11.95
11/16	11/18/2016	15960	2362	ALLIANT ENERGY/WP&L	614975-10/6-11/4-16	1	1-622221		4,062.37
					495644-10/4-11/2/16	1	1-622221		2,246.97
					093885-10/6-11/4/16	1	1-622221		2,389.38
					881412-10/3-11/1/16	1	1-622221		86.41
Total 15960									8,785.13
11/16	11/18/2016	15961	325	CENTURY LINK	1392885637	1	1-921220		1.14
11/16	11/18/2016	15962	327	CITY OF PORTAGE - TREASURER	2016392	6	1-930201		24.00
					2016392	5	1-923207		50.94
					2016391	1	1-408200		26,325.64
					2016392	1	1-903340		350.00
					2016392	4	1-930201		57.50
					2016392	3	1-921220		31.40
					2016392	2	1-903340		350.00
Total 15962									27,189.48
11/16	11/18/2016	15963		Information Only Check	.00		1-232000		V
11/16	11/18/2016	15964	329	CITY TREASURER-PAYROLL	11/11/16 - PAY	3	1-620130		3,800.52
					11/11/16 - PAY	9	1-920112		84.46
					11/11/16 - PAY	5	1-620132		105.60
					11/11/16 - PAY	13	1-920150		320.92
					11/11/16 - PAY	7	1-620151		401.13
					11/11/16 - PAY	19	1-902151		32.34
					11/11/16 - PAY	18	1-902150		27.91
					11/11/16 - PAY	17	1-902131		8.42
					11/11/16 - PAY	16	1-902000		13.84
					11/11/16 - PAY	1	1-620110		5,072.84
					11/11/16 - PAY	14	1-920151		349.96
					11/11/16 - PAY	2	1-620112		534.89
					11/11/16 - PAY	12	1-920132		88.00
					11/11/16 - PAY	11	1-920131		30.48
					11/11/16 - PAY	10	1-920130		3,023.13
					11/11/16 - PAY	8	1-920000		4,777.83
					11/11/16 - PAY	6	1-620150		370.11
					11/11/16 - PAY	4	1-620131		10.20
					11/11/16 - PAY	15	1-902111		408.97
Total 15964									19,461.55
11/16	11/18/2016	15965	1143	KWIK TRIP EXTENDED NETWORK	NP48885854	1	1-920342		646.08
Totals:									56,095.33

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**From:** Simonson, Melissa [mailto:Melissa.Simonson@co.columbia.wi.us]  
**Sent:** Monday, November 21, 2016 3:50 PM  
**To:** Marie Moe  
**Cc:** evoigt2@frontier.com  
**Subject:** Library Board

Dear Ms. Moe,

It is my understanding that I need to resign from the Library Board from the city seat in order to be put on as a county seat. Please consider this my resignation on the city seat in order to be eligible for consideration for the county seat.

Thank you,

Melissa Simonson  
Juvenile Court Restitution & Community Service Program Coordinator  
Thinking For A Change Group Facilitator  
P.O. Box 136  
Portage, WI 53901  
608-742-9289  
608-742-9700 Fax



November 10, 2016

City of Portage  
115 W Pleasant St  
Portage , WI 53901

To Whom It May Concern:

On behalf of the Columbia/Marquette County Alzheimer's Walk Planning Committee and the Alzheimer's & Dementia Alliance of Wisconsin (ADAW), thank you for your support of the Columbia/Marquette Alzheimer's Walk, held on September 11, 2016. Our results show that 225 participants raised nearly \$41,000! We especially appreciate the role that City of Portage played in our success through your in-kind donation. Thank You!

Conversations with Alzheimer's Walk participants confirmed that what sets the ADAW apart from other organizations is the level of support we are able to provide to families and caregivers. Our programs go beyond basic education to provide skills that can be adapted to each individual situation to enhance the quality of life for the person with Alzheimer's disease or dementia. We truly are *"Your partners along the journey."*

Private donations from individuals, special events, fees for service and grants from private organizations make up 90% of our operating income, which means that your gift has a profound and direct impact every day. Last year we **presented 322 education programs that were attended by 9,576 people, answered 2,840 Helpline calls and requests for in-person care consultations with families and facilitated 165 support group meetings attended by 1,136 people.** In all, we provided support or assistance, in some way, for 24,900 people who are impacted by Alzheimer's disease or another form of dementia.

We encourage you to visit our website, [www.alzwisc.org](http://www.alzwisc.org), to keep up-to-date on the latest information on Alzheimer's disease and research, learn about our educational opportunities and sign up for our e-newsletter. In addition, join us on Facebook, *Alzheimer's and Dementia Alliance of WI*, to stay tuned to the many activities of ADAW.

On behalf of our organization, board members, volunteers, community and most importantly those affected and touched by Alzheimer's disease who are recipients of your gracious gesture, THANK YOU!

Sincerely,

A handwritten signature in blue ink that reads 'Ingrid A. Kunderger'.

Ingrid A. Kunderger  
Director of Development

**Main Office**  
517 North Segoe Road, Suite 301  
Madison, WI 53705  
608.232.3400  
608.232.3407 fax  
888.308.6251 toll-free

**Grant/Richland Regional Office**  
8820 Hwy 35/61 S  
Lancaster, WI 53813  
608.723.4288  
608.723.6122 fax  
888.308.6251 toll-free

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**From:** RICK DODD  
**Sent:** Friday, December 02, 2016 11:01 AM  
**To:** Marie Moe; Shawn M. Murphy  
**Subject:** Street scape Adhoc commmittee

Jon Crawford  
Tracy Fuqua  
Rosy Endres  
Klay Vehring  
Rick Dodd

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**Rick**

*The City of Portage is dedicated to building on our past and providing its citizens with a good quality of life in a safe and caring environment.*

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