

City of Portage Common Council Meeting
Council Chambers of City Municipal Building
115 West Pleasant Street, Portage, WI
Regular Meeting – 6:30 p.m.
April 26, 2012
Amended Agenda

1. Call to Order
2. Roll Call
3. Computer demonstration on accessing council information online
4. Pledge of Allegiance
5. Approval of Agenda
6. Minutes of Previous Meeting
7. Consent Agenda
 - A. Reports of Sub-Committees, Boards, and Commissions
 1. Community Development Authority
 2. Library Board
 3. Business Improvement District Board of Directors
 - B. License Applications
 1. Operator
8. Committee Reports
 - A. Finance/Administration Committee
 - B. Plan Commission
 - C. Legislative and Regulatory Committee
 1. Class B Combination License Application for Valarie Renee Gillingham, 123 East Cook Street (The Smoke House)
 2. Operator License Applications
 - a. Brooke A. Fahey
 - b. Paula M. George
9. Old Business
 - A. Discussion and possible action on correspondence from BID/Main Street regarding the placement of Farmers Market
10. New Business
 - A. Resolutions
 1. Resolution No. 12-016 relative to County Highway Aid
 2. Resolution No. 12-017 relative to Commercial Lease Agreement with Highway Landscapers, Inc.
 - B. Discussion of the goals of the standing committees and other committees
11. Adjournment
(Amended 04/25/12, 12:50 p.m.)

Common Council Proceedings
City of Portage

Annual Business Meeting
Council Chambers
City Municipal Building

April 17, 2012
7:28 p.m.

1. Install newly elected officials

City Clerk Administered the Oath of Office to Alderpersons Jeff Garetson, Carolyn Hamre, Rita A. Maass and Frank Miller.

2. Roll Call of New Council

Present: Ald. Dodd, Garetson, Hamre, Havlovic, Klapper, Maass, Miller, Oszman

Excused: Ald. Ebnetter

Also Present: Mayor Jahn, Clerk Moe, Administrator Plaster, Attorney Spankowski

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

3. Standing Rules of the Council

Resolution No. 12-015 relative to City Council Operation was read and adopted unanimously on motion by Oszman, second by Maass and call of roll.

4. Election of Council President

Mayor Jahn asked if there were any nominations. Maass nominated Dodd, second by Garetson. Mayor Jahn asked for a second time if there were any nominations. Klapper nominated Oszman, second by Havlovic. Mayor Jahn asked for the third time if there were any nominations. A secret ballot was cast with Attorney Spankowski being appointed as teller. The vote was 6 to 2 electing Dodd Council President.

5. Standing Committees of the Council

Finance/Administration Committee – Rick Dodd, Kenneth A. Ebnetter, Martin Havlovic, Doug Klapper, Carolyn Hamre, Chairperson Rick Dodd.

Human Resources – Kenneth H. Jahn, Jeff Garetson, Rick Dodd, Michael G. Oszman, Kenneth A. Ebneter, Doug Klapper, Chairperson Kenneth H. Jahn.

Legislative and Regulatory Committee – Michael G. Oszman, Rita A. Maass, Martin Havlovic, Carolyn Hamre, Frank Miller, Chairperson Michael G. Oszman.

Municipal Services and Utilities Committee – Jeff Garetson, Frank Miller, Michael G. Oszman, Doug Klapper, Carolyn Hamre, Chairperson Jeff Garetson.

Motion by Dodd, second by Oszman to approve the standing committees. Motion carried unanimously on call of roll.

6. Elections by the Council

Plan Commission

Motion by Klapper, second by Havlovic to elect Oszman as council member to Plan Commission. Motion carried 7 to 1 on call of roll with Maass voting no.

City Attorney

Motion by Klapper, second by Oszman to elect Jesse Spankowski as City Attorney. Motion carried unanimously on call of roll.

7. Appointments by Mayor

Airport Commission – Rita A. Maass, Michael G. Oszman, Jeff Garetson, Barry Erath, Chairperson Rita A. Maass.

Board of Zoning Appeals – Fredrik W. Reckling, Chairperson Philip Tegen.

Cable TV Commission – Rita A. Maass, Kenneth A. Ebneter, Frank Miller, Chairperson William P. Welsh.

Columbia County Economic Development Corporation Board – Michael G. Oszman, Martin Havlovic, Alternate Kenneth A. Ebneter, Alternate Frank Miller.

Community Development Authority – Martin Havlovic, Michael Decker, Daniel Brunt.

Community Development Block Grant Committee – Rick Dodd, Kenneth A. Ebneter, Martin Havlovic, Doug Klapper, Carolyn Hamre, Chairperson Rick Dodd.

Economic Development Loan Fund Committee – Rita A. Maass, Addie Tamboli, Michael Decker, Dave Gunderson, Todd Bennett, Chairperson Michael Decker.

EMS Advisory Board – Rick Dodd.

Emergency Planning Committee – Mike Hudgens, Kevin O’Neill, Jon Erdmann, Charles Poches, Pat Beghin, Michael Meisner.

Historic Preservation – Doug Klapper, Marlena Cavanaugh, J. Robert Curtis, Richard Beebe, Erin Foley, Mary Ann Harding, Stephane Miller-Lamb, Destinee Udelhoven, Chairperson Doug Klapper.

Library Board – Richard Davis, Ellie Voigt.

Park and Recreation Board – Fred Reckling, Dan Brunt, Chairperson Brian Zirbes.

Plan Commission – Brian Zirbes.

Police and Fire Commission – Charles Miller.

Steering Committee for Veterans Memorial Field – Jeff Garetson.

Tourism Promotion Committee – Martin Havlovic, Rick Dodd, Dawn Schneller, Beth Woyt, Kevin Kasten, Carol LaVigne.

Board of Review – Rick Dodd, Jeff Garetson Mark Jankowski, Alternate Michael Paul, Alternate Daniel Brunt.

Motion by Dodd, second by Garetson to approve the above listed appointments. Motion carried unanimously on call of roll.

8. Adjournment

Motion by Oszman, second by Garetson to adjourn. Motion carried unanimously on call of roll at 7:45 p.m.

Marie A. Moe, WCPC, MMC
City Clerk

**City of Portage
Community Development Authority Meeting
Tuesday – March 20, 2012
Municipal Building, Conference room One
Minutes**

Members present: Michael Decker (chair), Peggy Joyce, Rick Dodd, Charles Poches and James Grothman.

Also present: Mayor Ken Jahn, Mariann Hansen, Craig Sauer, Gil Meisgeier, Janet Ady, Brandon Rutz, Ryan Eberle, and Larry Plaster.

1. Roll Call.

Meeting was called to order by Chairman Michael Decker at 6:00pm with roll call. Dan Brunt and Todd Kreckman

2. Approval of minutes from previous meeting.

Motion by Peggy Joyce, 2nd by Charles Poches, to approve minutes of the previous meeting. Motion carried unanimously on a roll call vote.

3. Presentation of the economic development site visit

Janet, Brandon, and Ryan presented the results of the site interview conducted. There will be another meeting scheduled for late April/early May for the recommendations and plan.

4. Adjournment

Motion was made by Charles Poches, 2nd by Jim Grothman, to adjourn at 7:01pm. Motion carried unanimously on a roll call vote. Adjourned 7:03pm

Minutes prepared by Rick Dodd

PORTAGE PUBLIC LIBRARY

253 W. Edgewater Street

Portage, WI 53901

Phone: (608) 742-4959

E-mail: porill@scls.lib.wi.us

Web Site: www.portagelibrary.us

LIBRARY BOARD MEETING MINUTES

April 10, 2012

Meeting called to order:12:03

Present: Gregory, Hoffmann, Poches, Tamboli, Varvil-Weld, Voigt

Excused: McLeish, Davis

- 1) Motion to approve March 12, 2012 regular meeting minutes. (CP/BH)
- 2) Financial Reports: Motion to approve March, 2012 City/County and Library restricted funds claims for payment as presented. (DVW/CP)
- 3) Director's Report: Shannon Schultz
 - a) Circulation is up 8% from last year; programming is up due to computer training sessions.
 - b) Purchased a portable tv/dvd projector combo for use with adult, children, and possibly fundraising campaign programs.
 - c) A replacement is needed on the board for Karen Kaiser. Addie will contact a community person endorsed by the board.
 - d) Director will bring a sample pamphlet on 2011 usage; a recommendation on staff restructuring, and prices for replacing the tables and chairs in the Bidwell Room to the May Board Meeting.
- 4) Library Fundraising Campaign: Addie Tamboli
 - a) Drs. Curran and Seubert are leading the Major Gifts Division.
 - b) Dustin Mueller is leading a breakfast info session for industrial and manufacturing leaders.
 - c) Consultant has been training team members on how to solicit.
 - d) Current pledge total was reviewed.
- 5) Business
 - a) Election of Officers
 - President - Moved by AT/seconded by DG to nominate Rich Davis. Motion carried.
 - Vice Pres- Moved by EV/seconded by CP to nominate Addie Tamboli. Motion carried.
 - Secretary-Moved by CP/seconded by DG to nominate Ellie MacLeish. Motion carried.
 - Treasurer-Moved by EV/seconded by DVW to nominate Bev Hoffmann. Motion carried.
 - b) Discussion of 2013 budget priorities
 -
- 6) Meeting adjourned AT 12:45. (BH/DG)

Richard Davis-President
Addie Tamboli-Vice President
Beverly Hoffmann-Treasurer
Eleanor McLeish-Secretary
Charles Poches-School Superintendent

Dr. David Gregory
Dr. Douglas Varvil-Weld
Eleanor Voigt

OPERATOR LICENSE APPLICATIONS - BY LAST NAME

LICENSE YEAR: APRIL 26, 2012 - JUNE 30, 2012

4/26/2012

LAMSON, BRETT M.

City of Portage
Minutes of Business Improvement District Board of Dir. meeting
Wednesday, April 11, 2012
Municipal Building, 115 West Pleasant Street, Conference room 1

Meeting called to order at 7:30 a.m.

1. **Roll Call: Members Present:** Peggy Joyce; President; John Krueger, Vice President;; Larry Wilz, Treasurer; Chris Shadel, Steve Polnow, Jim Rusch
Members Absent: Shane Schmidt

Non-Members Present: Gil Meisgeier, BID Contractor, Main Street Portage Ex. Dir. /BID Administrator; Craig Sauer, PDR Newspaper Reporter; Roger Krejchik, City Treasurer Ruth Lohr, PACC E.D. Mariann Hanson.

2. **Approval of March 14, 2012 Minutes**

Motion to approve March 14, 2012 minutes. Motion by Rusch, 2nd by Krueger. Motion carried, all in favor.

3. **Claims to pay & Financials Report**

Claims and financials were presented by Treasurer Wilz. Following brief discussion and questions re: Financials report addressed to City Treasurer Lohr. Motion to approve financials as presented. Motion by Rusch, 2nd Polnow, Motion carried, all in favor.

4. **Discussion and possible action on BID Contractors report**

After discussion of City Municipal Services committee action to move the BID Farmers Market from Commerce Plaza to Market Square, it was decided that Meisgeier was to request BID representative(s) be placed on agenda for 04/26/12 City Council meeting to present the BID Board position on the move and ask for re-consideration of the M.S. committee action.
Motion to accept Contractors report. Motion by Polnow, 2nd Krueger, Motion carried, all in favor.

8. **City building Inspector Mark Jankowski was moved up on agenda**

He presented potential problems with current ordinance wording. A committee was to be established consisting of representatives from PACC, BID and MSP.

5. **Discussion and possible action on MSP Executive Directors report**

MSP E.D. Report was presented by MSP E.D. Meisgeier. Motion to accept MSP report by Schmidt, 2nd Krueger, Motion carried, all in favor.

6. **Discussion and possible action on requests for financial support for 2012 down town events**

Meisgeier presented letter he received from the Library Fund Raising Committee member Rich Heimerl requesting an opportunity for a representative to give a presentation before the BID board.

PACC E.D. Hanson requested funding for:

Portage Theater trailer funding promoting Downtown -\$2,600.00; Motion by Krueger, 2nd. by Shadel. Motion carried.

PACC Ladies Night -\$500.00 Motion by Joyce. 2nd. Krueger, Motion carried

WLOX 94.9 Commercial contract; Discussion only

Discover Wisconsin for contribution by BID toward \$36,000.00 Discussion only

Bicycle rack(s) discussion only

Canal Days Coordinator Gil Meisgeier requested \$3,300.00 for funding for MSP Canal Days 2012 Marketing plan. Motion to approve by Wilz, 2nd Krueger. Motion carried, all in favor.

9. Discussion and possible action on downtown street scape and marketing

Marketing - Meisgeier brought the board up to date re: present status of I90-94-39 billboard.

Streetscape - After discussion on tree replacement in the BID a committee was appointed by Joyce. Members being Joyce, Polnow and Meisgeier. Polnow to call and arrange meeting with City Forester Raimer and advise committee members of time and date. Joyce requested that it not be on a Tuesday.

10. Motion to adjourn at 9:04 by Joyce, 2nd Polnow. Motion carried. All in favor.

prepared by gam

MAIN STREET PORTAGE
Executive Director's Report (Final/revised)
MARCH 2012 ACTIVITY
Prepared by GAM

**NOTE: BE FULLY INFORMED ON YOUR "NEIGHBORHOOD GOINGS ON"
READ THIS AND ALSO SEE BID REPORT FOR ADDITIONAL PERTINENT INFORMATION.
DON'T MISS IT!**

**FIND IT ON LINE AT THE MAIN STREET PORTAGE WEB SITE
THE MSP E.D. REPORT WILL ALSO BE ON THE MSP WEB SITE
Some information is carried in both MSP & BID reports as it applies to the Downtown.**

WEDC MAINSTREET STATE AND NATIONAL NEWS

MAIN STREET EXECUTIVE DIRECTORS TRAINING

Knowledge gained at the Feb 22, 23. Main Street Directors conference In Manitowoc has already been applied to the BID/MSP marketing program.

The 2012 Columbia County Visitors Guide full page ad sponsored by BID (sent under separate cover) follows the principles brought out in a presentation by internationally renowned branding, advertizing and marketing expert David Brier. **Brier emphasized you have to use things that set you apart from all the others!** Things that indicate you are different like "EXPLORE PORTAGE"! It piques the interest! People might say "Explore what?" "Let's go see what's to explore!" "Look at all the things they offer!"

More on David Brier can be found on line in Brier's 'THE LUCKY BRAND - 10 GOLDEN RULES OF BRANDING'

**DON'T FORGET, SEE BID REPORT ON THE MSP WEB SITE FOR ADDITIONAL HAPPENINGS
PERTINENT TO ALL BUSINESSES AND PROPERTY OWNERS IN THE MSP/BID DISTRICT.**

WHERE DOES THE SMART SHOPPER SHOP FIRST? ? ? ?

MAIN STREET PORTAGE ACTIVITY

MSP COMMITTEE REPORTS

ORGANIZATION COMMITTEE

Corporate sponsorship: The Director and Vice President Joyce report that the new MSP sponsorship program for commerce and industry in the Portage area is still in the planning stages.

New business directory: As part of the Organization Committee work plan a new MSP/BID list of businesses, their addresses; phone numbers and most importantly their email addresses has been compiled through the efforts of MSP intern Cody Simonsen, the Chamber and the MSP Director.

This will greatly enhance the communications between BID/MSP and the district businesses. The listing will be included on the MSP web site.

MSP Web Site: MSP President Shane Schmidt, BID President Peggy Joyce, Web master Marlena Cavanaugh and the director met to develop plans to greatly improve the information carried on the web site. MSP/BID Business links and ads, more events details, improved communications are a few of the areas of improvements and/or additions.

ECONOMIC REVITALIZATION COMMITTEE

MSP/BID MARKETING WELL WE DID! We followed David Brier's advice was followed when creating the full page ad for the Columbia County Visitor's Guide. (See handout) containing 16 thumbnail photos of downtown happenings bordering the four edges with listings of **"80 GOOD REASONS TO - EXPLORE PORTAGE DOWNTOWN" – "WHERE ALL GOOD THINGS COME TOGETHER"**

The list of the many types of business categories was compiled by Cindy Polnow. The catchy ad, with all the blended ideas has already evoked a lot of positive comment like "That's looks great"; "Who came up with this"; "That's a good ad"; "It catches your eye" etc. etc.. The same piece will be used extensively in Canal Days promotional / marketing promotions. Additional uses such as counter cards, future events flyers, ads etc.and bag stuffers are being looked at as well.

USDA GRANT(s)

I am currently working on the budget for the fulfillment of the work plans submitted and approved by the USDA.

SUMMARY and STATUS OF 2012 MSP / USDA TECHNICAL ASSISTANCE WORK PLAN

1. **SCHEDULED EXACT DATE TBD - Using Interactive Media in a Small Business – Wave of the Future Is Now; Use of internet, social media and e-commerce to expand your small business and business horizons.**

Local media expert Marlena Cavanaugh informed MSP E.D.that the firm she had in mind to co-op with her in presenting a similar program to the above could not reach a competitive price. As of now it looks like Mike McCrary of Keystone Click is most likely to be conducting the program for MSP member businesses in the fall.

2. **SCHEDULED AUGUST - Upstairs Downtown, Grow Up, Not Out - Through Green euse/redevelopment of unused or under used retail space and/or second stories. How to capitalize on the increased retail space and/or residents while enhancing the appeal of the Downtown.**

We will be conducting this program in August in conjunction with a program on preservation at the Indian Agency House on the reconstruction that is underway this year.

3. **DONE - Smart Interior Design & Layout - Increase Traffic, Sales and Profits through proven merchandising & display techniques. Individual consults, hands on physical modifications.**

Lyn Falk- Done in November 2012

4. **Marketing Management Development – Marketing, Sales Management and Customer Service.**

Facilitator will also work with MSP Co-op Marketing Team to form, organize MSP team (#5 below)

5. **Marketing Your Products or Service - Improve Sales, network by forming a local Marketing co-op(#4 below).**

6. **SCHEDULED SPRING / SUMMER / FALL Paint the Town: Enhance customer appeal of your business through visible exterior improvements (curb appeal) of your property. 2012 plans are to add to**

and include the eight façade improvements completed during summer of 2011 through MSP Paint the Town assistance, technical instruction, procurement, equipment use and/or materials and volunteers. Lynn properties scissor lift is lined up to be used again for the MSP 2012 Paint the Town projects soon.as weather allows.

7. **PLANNED BIDS RECEIVED TBA - Attracting New Customers through visible, attractive improvements to our Main Street Portage business community boosting tourism and attracting tourists to downtown shops and restaurants. A community wide effort of volunteerism mentored by a nationally recognized mural artist’s team whose program is focused on capturing a town’s heritage. People of all ages are invited to join in to improve and support their Downtown.**

Included in the above work plan is the renovation of two vintage wall signs in the MSP district. I expect to have one bid this week from Keith Willa and I am seeking another bid from Gary Leamons of L’Sign. Wall Dogs Mural Painters could get here in August/September.

BUSINESSES NEWS IN MSP/BID:

- Larry’s Smoke House has new owners. Adam Moore and his fiancé will operate under the name “The Smokehouse”
- Efforts and discussions are ongoing regarding the occupancy of the former Penny’s building. It has the potential of bringing up to 60 staff people back to the MSP/BID.
- Unfortunately D’Marco restaurant in “The Historic” (Ram Hotel) closed a few weeks back.
- Relocation of a second business within the district is being worked on.
- I am still working with bank officials and Krista Bleich in an attempt to salvage the once very popular Bakery/Café/ Coffee House in some way shape or form.

PORTAGE WELCOME & SENIORS CENTER ADVANCES

Plans for the new Welcome/Visitors Center in Riverside Park has advanced with to the point where the RFP’s (bid requests) for design were let. General Engineering is the apparent selection of the ad hoc committee. The committee appointed by the Mayor was commissioned to discuss and make recommendations regarding the proposed Welcome Center including recommendations in regard to size, height, and inside use of the Center etc. The mayor then had the same ad hoc committee select the engineering firm.

PORTAGE CANAL RE-HAB PROJECT

The 80% share of federal and state funding for the re-hab of the next segment is in place. The funds for engineering are in place. The City council has approved including funding in the 2012 budget.

It is possible that if the City does not follow through on its commitment that over \$1,500,000.00 in state and federal funding grants could be lost. The financing of the first City funding is to be determined soon!

See Portage Daily Register column of 04/07/12 on canal question attached.

DESIGN COMMITTEE

MSP PAINT THE TOWN 2012 is ready to get the scissor lift rolling in the downtown and get things stirred up as soon as we are sure warm weather has arrived. 2011 was a record year of fix-up and paint-up. This year, again with the assistance of USDA Grant funds and again having access to the use of Lynn Properties scissor lift we hope to surpass last years accomplishments. ANY PROPERTY IN THE BID/MSP IS ELIGIBLE FOR THE MSP PAINT THE TOWN PROGRAM. ANY BUSINESS THAT COULD USE MSP ASSISTANCE ARE URGED TO GET ON THE LIST IF YOU INTEND TO TAKE ADVANTAGE OF THIS OPPORTUNITY!!!!

Again, big thanks to those businesses that cared enough to help make our downtown look much better. Perhaps this will encourage others to do the same.

THE MURAL PORTION OF PAINT THE TOWN PROGRAM is advancing in that we have obtained two bids for the restoration of two vintage painted wall signs. Other wall art is in the planning stages. We plan on kicking it in gear in spring as soon as soon as weather permits. The planned restoration of two vintage signs and a new mural or two would surely greatly improve the ambiance of our downtown.

PROMOTIONS COMMITTEE – GAM temporary chair,

MSP leadership is planning greater participation in the 24th year Canal Days Festival. MSP will be partnering with the other participating entities in C'Days 2012. The primary reason for participating at a higher level in the iconic event in this would be to ultimately raise additional funds for MSP as an annual event

MANY SUMMER EVENTS ARE HELD IN WHOLE OR IN PART IN OUR DOWNTOWN.

SUMMER CALENDAR OF DOWN TOWN EVENTS

- May – October - Portage BID Farmers Market, every Thursday, noon to 6pm.
- June – September - Community Wellness Walk, every Wednesday , 6 to 7pm
- May – October; Downtown Walking Tour, every 1st. Saturday, 10am, from Chamber office
- June – August - Concerts At the Portage every Wednesday night, Riverside Park
- June 1st, 2nd, 3rd – Canal Days 2012
 - FRI. Possible fish boil, beer tent and entertainment,
 - SAT. Run Walk, Parade, MSP Softball Tournament, Historical Re-enactors Guild Encampment; Re-enactors Battle –Skirmish; Free Canoe Rides; possible adult and children's games and entertainment, beer tent, music, horse drawn rides.
 - SUN - 2ND Annual 100 Paddlers on Canal & River Historical Re-enactors Guild Encampment,
- June 30th. Fourth of July Parade, Cook St.
- July 21st. Sand County Fine Arts Festival
- July 21st; MDA Ride For Life, 1,000 bikes Downtown, Cook St. 12:30 to 2:30
- August 4th - MSP Super Sidewalk Sales/Antique Appraisal Fair & Flea market
- August 11th Kiwanis Bike to Read, hundreds of cyclers depart from Riverside Park
- August 24th, 25th Taste of Portage

TIME WELL SPENT

- During the month of March, Director was able to personally visit, correspond with and/or patronize 45 MSP business/property owners in the MSP/BID and several additional ones by phone.
Computer Clinic, Lambert Appraisal, Big Chicken Antiques, Blarney Stone, Cathay Garden, Corner Pocket, Dr. Bauer, Amy Anunson of Hands in Motion, 3 Chamber staffers, D'Marco, Fancy Pants, Flirt, Galley Studio, Gruber Automotive, The Historic, House of Clocks, Jeff 's Tire, La Boutique, Larry's Smoke House, Lynn Properties, Market Basket, several Mercantile vendors, Napa, Norm's Pit Stop, Big Dog's Pub, The Phoenix, Polnow's, Pizza Hut, Pop Corn Corner, Portage Café, Portage Theater and owners, Portage Cleaners, Portage Insurance Center, Prairie Flower Beads, Rainbow Shop, Salna Law Office, Smart Woman, Sombrero, Sunrise Cafe, Tamarack, US Bank, U.S. Postal Service, Weavers, and Wilz.
Add several County Court House personnel/County Board members, Library personnel, City staffers, Council Members, the mayor, Main Street board members, seven BID board members and several meetings of the Canal Days Task Force, Canal Society board members, Book signing reception for Steve Faulkner author of River Walk
- During March, Director attended a total of 11 meetings of MSP associated entities including Mayor's ad-hoc Committee on the Welcome Center, Finance Com., Tourism Com., Municipal Services and Utilities, City Council, BID Board, MSP Board
- Numerous contacts with the Fox Wisconsin Heritage Trail team members
- Columbia County Economic Development Corporation Silent Sports Com.
- Columbia County Economic Development Corporation Visitors Bureau Com.
- Numerous day to day contacts with MSP/BID leadership on various issues.
- Conferred and/or corresponded with Wisconsin Main Street administrators in Madison..
- Spoke with over ninety participating Canal Day's entities, vendors, entertainers, suppliers etc.
- Coordinated and/or conferred with USDA Grant Administrator
- Fielded many phone calls and emails re: MSP/BID business, activities and involvements.
- Met with and corresponded with MSP intern Cody Simonson re: MSP/BID Directory.
- 2012 Work Plan facilitators to arrange their participation in MSP programs.

Total estimated MSP Director Hours expended on MSP associated business during March was approximately 190 hrs. (44 hrs/wk. average). THX

END OF MSP EXECUTIVE DIRECTOR'S REPORT ON MARCH 2012 ACTIVITY REPORT.

HOW MANY DOWNTOWN BUSINESSES DID YOU PATRONIZE THIS PAST MONTH??

2012 MARCH BID Maintenance Contractor Report
3/01/12 to 3/31/12 submitted by
Gil Meisgeier, Associated Management Services on April 3rd. 2012

I.Trash Some containers still being used for household garbage and may fill rapidly.

II. Equipment

Needed parts were found at Tractor Supply to modify the watering apparatus for watering new trees on Cook St.

III Snow removal

IV. Farmer's Market

Should have definite answer on the location of 2012 Farmers Market by Thursday April 5th Municipal Services Committee meeting. MSU did not act on BID request to have Farmer's Market return to Commerce Plaza. It was pointed out that Market Square is lacking in sanitary facilities for hand washing after vendors would use Port a Potty. I also reported that the Port a Potty and lavatory charges would be in the \$1,000.00 range.

V. BID flower and trash containers etc.

Eight large planters on the mid block bump outs have been cleaned out.

Contractor will make arrangements with Street Superintendent Maass for reinstallation of planters and benches in April. I will be discussing the planting of more flowers in the Plaza and Market Square entrance.

VI. Parking lot cleanup, planted areas maintenance and tree grates etc.

Meeting of City Forester Raimer and BID tree committee (Joyce, Polnow, GAM) re: Cook St trees has not yet taken place.

The Cook St. tree issue is on the April Municipal Services and Utilities committee agenda.

Cleanup/pick up of all streets, parking lots, alleys and curb pick up is ongoing. Cigarette butts etc in front of a few of the bars is still often a problem.

I spoke Public Works Director Redelings re: no parking signs being put up on Thursday night in some areas so City street sweeper could do a more complete job on Friday mornings. He was to get back to me on this.

VII. Additional Items of Interest in the BID

Task force plans for Canal Days 2012, June 1st – June 3rd. have been firmed up. (MSP will be playing a major part in this years events) Most of all the activities will be taking place in the Downtown with most of those at Market Square (find attached draft of C'Days 2012 events list)

Please let me know if you are able to assist in the events in the BID.

- No word yet on the engineering firm of Arnold and O'Sheridan analysis of the parking deck.. The A&O recommendations will then be considered for proposals from various firms.
- No action to date has taken place on removal of the protective structures over the outdoor stairwells of the underground parking facility. GAM forwarded the concerns of the BID Board and MSP re: this action.
- MDA Ride for Life will be on the 100 blocks of East and West Cook Street and nearby areas. BID has committed for the cost of Porta Potties for the event.

NOTE: For detailed report of the above and other items, see emails from GAM

- **SEE MSP E.D. report for additional items in the District**

END OF MARCH, 2012 REPORT.

A SPECIAL THANKS TO THOSE FOLKS WHO CALL MY ATTENTION TO AREAS IN THE BID NEEDING ATTENTION BY ME OR THE CITY CREWS.

AND AS ALWAYS.....

PLEASE LET ME KNOW IF THERE ARE THINGS THAT I MAY HAVE OVERLOOKED OR ANY ITEMS THAT NEED ATTENTION. I WELCOME YOUR SUGGESTIONS, JUST GIVE A CALL TO 742-5054; CELL # 608 334-4207

Thank You,
Gil Meisgeier, Portage BID Contractor, Associated Management Services.

City of Portage
Finance/Administration Committee Meeting
(This meeting will constitute a meeting of the Community Development
Block Grant Committee)
Thursday, April 12, 2012, 6:40 p.m.
Municipal Building, Conference Room One

Members Present: Daniel Brunt, Chairperson; Kenneth A. Ebnetter, Doug Klapper, Fredrik W. Reckling, Martin Havlovic

Others Present: City Administrator Plaster, City Clerk Moe, City Treasurer Lohr, Marianne Hanson, PACC, Gil Meisgeier, Jerry Indermark and Craig Sauer from Portage Daily Register.

1. Roll Call

The meeting was called to order at 6:40 pm

2. Approval of minutes from previous meeting

Motion by Klapper, second by Reckling to approve the minutes from March 22, 2012. Motion 5-0

3. Discussion and possible action on award of Contract No. 12-002, Silver Lake Beach House

Chairman Brunt noted a change order will be needed because of a two foot base and was not included in the bid from Kunkel. He also noted that there was a lack of reference for a small wall that will need to be addressed.

Reckling asked if the building will be in the same location. Administrator Plaster stated that the DNR state that a Chapter 30 permit would be required to move the location.

Brunt advised that the beach and the lake are amenities for the City yet there are numerous aesthetic and erosion issues that should be addressed. He would like the balance of the \$100,000 budgeted for the project that has not been spent yet should be set aside to handle the multiple upkeep and aesthetic items.

Motion by Reckling, Havlovic to utilize entire \$100,000 budgeted for Silver Lake Beach house to handle the upkeep on the beach area and erosion issues to be prioritized by Parks Department.

4. Discussion and possible action on police deck/floor renovation

Motion by Reckling, seconded by Klapper to accept the lowest bid from MRI for \$24,950 for the police garage repairs. Motion carried unanimously on a call of roll.

5. Discussion and possible action on award of engineering contract for Welcome center

Discussion ensued on whether or not the engineering will be based on a single story decision with the ability to support a second story or just a single story structured building.

Motion by Klapper, seconded by Havlovic to approve a single story building designed without the option of a second story. Motion failed on a 2-3 call of roll.

Motion by Reckling, seconded by Havlovic to award bid to General Engineering for the design of a one-story building with the ability to add on a second story. Motion carries 4-1 with Klapper opposed.

6. Discussion and possible action on claims

Motion by Reckling, second by Klapper to approve claims in the amount of \$830,381.65. Motion carried unanimously on call of roll.

7. Update on sewer revenue for 2011 and 1st quarter 2012

Treasurer Lohr mentioned that the amounts for the 1st quarter of 2012 were up from the previous years first quarter. The change did not take effect until April of 2011 which was after the first quarter.

Administrator Plaster mentioned that all RBC's are in use now that the rates decreased and the usage has increased. The long term affect could be a shortened useful life.

No action was taken on this item.

8. Discussion and possible action on Memorandum of Understanding for operation and maintenance of automated Wisconsin River gauging system

Motion by Reckling, second by Klapper to approve the MOU with Columbia County to operate and maintain the automated Wisconsin River gauging system. Motion carried unanimously on call of roll.

9. Discussion and possible action on Memorandum of Agreement for Automated River Gauging System with National Oceanic and Atmospheric Administration

Brunt read through the highlighted items in the MOA. Klapper questioned what the amount of the City's portion.

Motion by Reckling, seconded by Klapper to approve the MOA with NOAA for automation of the River Gauging System. Motion carried unanimously on call of roll.

10. Discussion and possible action on award of contract for Well #3 Renovation

Motion by Reckling, second by Havlovic to award the lowest bid from Municipal Solutions for \$17,412 with the optional item #11 for a total of \$23,162, if needed. Motion carried unanimously on call of roll.

11. Adjournment

Motion by Reckling, second by Ebnetter at 7:10 pm. Motion carried unanimously on call of roll.

Ruth A. Lohr
City Treasurer

**City of Portage
Plan Commission Meeting
Monday, April 16, 2012, 6:00 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room Two
Minutes**

Members present: Mayor Kenneth Jahn, Chairperson; Michael Oszman, Vice Chairperson; Robert Redelings, City Engineer, Dan Daley, Kirk Konkel, Addie A. Tamboli, Peter Tofson

Also present: Bill Tierney, Jesse Spankowski, City Attorney; Bill Welsh and Craig Sauer

- 1. Roll call**
- 2. Approve minutes from February 20, 2012 meeting**

Motion by Tamboli, second by Konkel to approve the minutes. Motion passed 7 to 0.

- 3. Discussion and possible action on approval of floodplain ordinance**

Attorney Spankowski explained the “no” increase in flood height as essentially being 0.00’ increase rounded to 2 decimal places. Redelings indicated this is consistent with computer output for these types of calculations.

Spankowski mentioned that the County adopted the model ordinance with few changes. They did group all the A type zones as A zones. References to statutes applicable to Cities and Villages were deleted.

Konkel explained that the definition for floodway included “flowing water” which distinguished it from flood fringe. The flood fringe district, an area of standing water, would allow building if all conditions could be satisfied. Building would not be permitted in a floodway. It was curious how water would enter and leave a flood fringe area without flowing.

Mayor Jahn inquired as to how the City could legally allow the new ordinance to not have a Floodplain II district. Spankowski indicated the district could be removed by ordinance. Konkel said the County had to pass an ordinance rescinding the floodplain ordinance prior to adopting the new floodplain ordinance.

Motion by Tamboli, second by Redelings to forward the model ordinance to the Legislative and Regulatory Committee with the following suggestions:

obtain a definition of flowing water from the DNR, delete references to statutes applicable to counties and edit the map references to A zones. Motion passed 7 to 0 on call of the roll.

4. Discussion and possible action on Comprehensive Plan recommendations

Mayor Jahn indicated that the Comprehensive Plan should be reviewed at least every 5 years and it's been almost 4 years since we prioritized action items. He suggested the recommendations in the plan be revisited as to status and next round of priorities.

It was noted that several recommendations have been completed including items 1, 2, 10 and 22.

A couple notable items to pursue include items 30 and 33. But the highest priority items focused on the development of the Hamilton Street corridor to the north (item 19) and safe pedestrian and bicycle routes (items 24, 25 and 49).

The recommendations would be a regular item on future agendas pending the amount of business being taken up.

5. Adjournment

Motion by Oszman, second by Tofson to adjourn. Motion carried unanimously on call of the roll.

The meeting concluded at 7:18 p.m.

Respectfully submitted,

Robert G. Redelings, Public Works Director

City of Portage
Legislative & Regulatory Committee Meeting
Tuesday, April 24, 2012, 6:30 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Agenda

Members: Michael G. Oszman, Chairperson; Carolyn Hamre, Martin Havlovic, Rita A. Maass, Frank Miller

Also Present: Adam Moore, Valerie Gillingham, Gil Meisgeier, Bill Tierney, Bill Welsh, Marie Moe

1. **Roll call**
Meeting called to order at 6:30 with Havlovic excused.
2. **Approval of minutes from previous meeting**
Motion to approve the minutes of the previous meeting as amended, (Motion to recommend approval of the change in the NSF charge and charge for special assessment letters to council by Oszman, second by Garetson. Passed 4-0 on a call of the roll was omitted from the original minutes), by Maass, second by Miller. Passed 3-1 on a call of the roll with Maass abstaining.
3. **Election of Vice Chairperson**
Motion to nominate Havlovic by Miller, second by Hamre. Passed 4-0 on a call of the roll.
4. **Election of recording Secretary**
Motion by Maass, second by Hamre to nominate Miller. Passed 4-0 on a call of the roll.
5. **Discussion and possible action on Class B Combination License application for Valarie Renee Gillingham, 123 East Cook Street (The Smoke House)**
Maass voiced concerns with Valerie having been convicted of owi. Valerie explained the circumstances and a motion to recommend approval of the license by Maass, second by Hamre. Passed 4-0 on a call of the roll.
6. **Discussion and possible action on operator license applications**
 - A. **Brooke A. Fahey**
Motion to recommend approval by Maass second by Hamre. Passed 4-0 on a call of the roll.
 - B. **Paula M. George**
Motion to recommend denial of the license based on 2 or more alcohol related convictions in the past five years and incomplete or inaccurate information by Miller, second by Maass. Passed 4-0 on a call of the roll.
7. **Adjournment**
Motion to adjourn by Hamre, second by Miller. Passed 4-0 on a roll call vote at 6:46 p.m.

Michael Oszman Chairperson

23-0120327

ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning April 27 20 12 ;
ending June 30 20 12

Applicant's Wisconsin Seller's Permit Number 450-1027831050-02
 Federal Employer Identification Number (FEIN) 90-0811060

LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 24.99
<input type="checkbox"/> Wholesale beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$ 125.01
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ 25.00
TOTAL FEE	\$ 175.00

TO THE GOVERNING BODY of the: Town of } Portage
 Village of }
 City of }

County of Columbia Aldermanic Dist. No. _____ (if required by ordinance)

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Valane Renee Gullingshem

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member			
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent			
Directors/Managers			

3. Trade Name The Smoke House Business Phone Number 608-5166-0996
4. Address of Premises 123 E Cook St. Portage WI Post Office & Zip Code 53901

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) first floor level of establishment - BAR & dining area

10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? Sue Ann Speck
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] Yes No
14. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME
this 2nd day of April, 20 12.
Mavis A. Moe
(Clerk/Notary Public)

Valane Renee Gullingshem
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

My commission expires terms of office
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk <u>04-02-12</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Alcohol stored behind bar in cooler, parties are approx 14X14 behind bar area
on separate coolers for storage.

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)	(middle name)	State		Zip Code
Gillingham		Valarie	Renee	WI		53901
Home Address (street/route)		Post Office	City	Place of Birth		
123 A E Cook St			Portage	Richland Center		
Home Phone Number		Age	D			
1008 566-0996		24	1			

The above named individual provides the following information as a person

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- _____ of _____
(Officer/Director/Member/Manager/Agent) (Name) (City or Nonprofit Organization)
- which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 24 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.) 03-27-12 Columbia City WI
Out from 2010 Not related to alcohol was due to my prescribed medications
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending. _____
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. _____
 (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer license, brewery/winery permit or wholesale liquor manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. _____
 (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
<u>Pluse on the Rock</u>	<u>Spring green WI</u>	<u>01-12-12</u>	<u>12-15-12</u>
<u>Toby's Supper club</u>	<u>McFarland WI</u>	<u>11-15-10</u>	<u>11-10-11</u>

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 22nd day of April, 20 12
Marie A. Mae
 (Clerk/Notary Public)

Valarie Gillingham
 (Signature of Named Individual)

My commission expires Term of office



Printed on Recycled Paper

In 2009 I was fined for stealing lawn ornaments
it should be expunged but cant be sure

**CITY OF PORTAGE
APPLICATION FOR LICENSE TO SERVE
FERMENTED MALT BEVERAGES & INTOXICATING LIQUORS**

License Year: July 1, 201~~1~~ through June 30, 201~~1~~2

Original
Renewal
Provisional

License Fee: \$25
Receipt # 6120403-13

Application Date: 04-09-12

APPLICANT MUST BE 18 YEARS OF AGE OR OLDER TO APPLY

To the Clerk of the City of Portage, WI: I hereby apply for a License to serve Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by Section 125.32 (2) and 125.68 (2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverage and liquors if a license be granted to me.

PLEASE PRINT CLEARLY:

Name: Fahay Brooke A
Last First Middle Initial Maiden

Address: 413 W. manion st Portage WI 53901
House # and Street City, State & Zip Code

Home Phone Number 608-617-4886 Sex: Male Female

Date of Birth ~~_____~~ Age 22

List all prior addresses within the last 5 years:

Street Address	City	State	Zip	From	To
1315 6th St	Menomonie	WI	54751	June 2010	May 2011
505 14th St	Menomonie	WI	54751	June 2011	May 2012
" 17th Ave	Menomonie	WI	54751	June 2009	May 2010

City and State Where You Were Born: Portage WI

Social Security Number: ~~_____~~

Driver's License Number: ~~_____~~

Applicant Name: Fahey Brooke A -
Last First Middle Initial Maiden

1. How long have you continuously resided in the State of Wisconsin prior to the date of this application?
22 years

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

2. Have you ever been convicted of a felony (unless pardoned)? NO If YES, list violation, give conviction date and jurisdiction where convicted _____

3. Have you ever been arrested or convicted of violating any other laws of the United States, State, County, City, Village or Town, relating to the use or abuse (either as an adult or juvenile) of alcohol or controlled substances within the past 5 years? yes

If YES, describe the circumstances and give conviction date and jurisdiction where convicted

Underage, in Indiana in 2008 - zero tolerance on
underage, in Menominee WI 2009

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

5. Name of the licensed establishment(s) where you will be working. Riley's Bar and Grill

6. Have you previously held an Operator License in the State of Wisconsin? NO

If yes, list dates held and issuing jurisdiction

Date

Issuing Jurisdiction

7. Have you ever had an Operator License denied or revoked by the City of Portage? NO

If YES, explain when and why _____

8. Have you completed the training session on alcohol beverage regulations? Yes

If YES, when and where. April 2 2012 online Serving Alcohol Inc. @ [unclear]

If No, are you currently registered to attend a training session? _____

If YES, you must attach a copy of the registration form. _____

If you haven't held an Operator (Bartender) License or a Class A or Class B Alcohol License, or were not an alcohol agent for a corporation within the past two years of the application date, you MUST complete the Alcohol Awareness Course and submit a copy of the Certificate of Completion before the Operator License can be issued.

READ CAREFULLY BEFORE SIGNING

The undersigned, being duly sworn on oath, deposes and says that he/she is the person named in the foregoing application, that the applicant has read and made a complete answer to each question, and the answers in each instance are true and correct.

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

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

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

Applicant Signature: Brooke Janey

Subscribed and sworn to before me this 9th day of April, 2012

Clerk/Notary Public Marie A. Moe

DEPARTMENT RECOMMENDATIONS

Department	Approved	Denied	Signature/Date
City Clerk	+		Marie A. Moe 04-09-12
City Treasurer	x		Tom A. [Signature] 4/11/12
Police Chief		x	Ken [Signature] 4-12-12

If denied, explain reason _____

TWO UNDERAGE DRINKING CITATIONS WITHIN FIVE YEARS, ONE IN INDIANA + ONE IN WISCONSIN.

(I WOULD LIKE TO COMMEND BROOKS FOR HER HONESTY + TRUTHFULNESS ON THE APPLICATION.)

**CITY OF PORTAGE
APPLICATION FOR LICENSE TO SERVE
FERMENTED MALT BEVERAGES & INTOXICATING LIQUORS**

License Year: July 1, 201 through June 30, 201 2

Original
Renewal
Provisional

License Fee: \$25

Receipt # 4-C120327

Application Date: 03-28-12

APPLICANT MUST BE 18 YEARS OF AGE OR OLDER TO APPLY

To the Clerk of the City of Portage, WI: I hereby apply for a License to serve Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by Section 125.32 (2) and 125.68 (2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverage and liquors if a license be granted to me.

PLEASE PRINT CLEARLY:

Name: George Paula M Barger
Last First Middle Initial Maiden

Address: 2864 Village rd #3 Portage WI 53901
House # and Street City, State & Zip Code

Home Phone Numl 72 Sex: Male Female

Date of Birth Age 40

List all prior addres

Street Address	City	State	Zip	From	To
<u>115 W Pleasant st</u>	<u>Portage</u>	<u>WI</u>	<u>53901</u>	<u>Jan 10</u>	<u>April 10</u>

City and State Where You Were Born: Hayward CA

Social Security Number:

Driver's License Number: 1962 06

Applicant Name: George Paula M Barger
Last First Middle Initial Maiden

1. How long have you continuously resided in the State of Wisconsin prior to the date of this application?
2 years 2 months

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

2. Have you ever been convicted of a felony (unless pardoned)? yes If YES, list violation, give conviction date and jurisdiction where convicted 3-21-12 ball jumping
portage wi

3. Have you ever been arrested or convicted of violating any other laws of the United States, State, County, City, Village or Town, relating to the use or abuse (either as an adult or juvenile) of alcohol or controlled substances within the past 5 years? no

If YES, describe the circumstances and give conviction date and jurisdiction where convicted

4. Are there charges of any kind pending against you (either as an adult or juvenile)? yes
If YES, describe the circumstances and give conviction date and jurisdiction where convicted portage wi

5. Name of the licensed establishment(s) where you will be working. Market basket

6. Have you previously held an Operator License in the State of Wisconsin? yes
If yes, list dates held and issuing jurisdiction

Date	Issuing Jurisdiction
<u>7-26-10</u>	<u>wisconsin</u>
	<u>portage</u>

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

8. Have you completed the training session on alcohol beverage regulations? yes

If YES, when and where. 3-22-12 Library Learn 2 serve

If No, are you currently registered to attend a training session?

If YES, you must attach a copy of the registration form.

*If you haven't held an Operator (Bartender) License or a Class A or Class B Alcohol License, or were not an alcohol agent for a corporation within the past two years of the application date, you **MUST** complete the Alcohol Awareness Course and submit a copy of the Certificate of Completion before the Operator License can be issued.*

READ CAREFULLY BEFORE SIGNING

The undersigned, being duly sworn on oath, deposes and says that he/she is the person named in the foregoing application, that the applicant has read and made a complete answer to each question, and the answers in each instance are true and correct.

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

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

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

Applicant Signature: Paul M George

Subscribed and sworn to before me this 28th day of March, 2012

Clerk/Notary Public Mavis A. Moe

DEPARTMENT RECOMMENDATIONS

Department	Approved	Denied	Signature/Date
City Clerk	x		Mavis A. Moe 03-28-12
City Treasurer	x		Paul M George 4/20/12
Police Chief		X	Ken Yanthey 4-09-12

If denied, explain reason _____

- MS. GEORGE HAS TWO ALCOHOL RELATED CONVICTIONS IN THE PAST FIVE YEARS:
- 10-21-2009 CITED FOR OPEN INTOXICANTS AS THE OPERATOR OF A MOTOR VEHICLE - CONVICTED ON 1-14-2010
 - 5-23-10 - CITED FOR OMKWE - CONVICTED ON 7-12-2010

MS. GEORGE FAILED TO LIST EITHER OF THESE OFFENSES ON THE APPLICATION - WHEN I ASKED HER WHY, SHE SAID SHE DIDN'T UNDERSTAND THE QUESTION.

CHIEF Ken Yanthey

Date: April, 22,2012

To: Portage City Council, Mayor Jahn, City Administrator Larry Plaster

From: Portage Business Improvement District Board of Directors

The Portage Business Improvement District created the Farmer's Market in 2000 as a traffic builder for the downtown and as an added convenience to our citizens. We have paid for all advertizing, promotions, equipment and have successfully run it for twenty six weeks a year each one of twelve years.

The Business Improvement District Board of Directors and the Main Street Portage Board of Directors and the Market Manager since its founding, kindly request that the move of the Farmers Market from Commerce Plaza to Market Square be reconsidered.

(Note: Most of the following points were made at the March meeting of the Municipal Services Committee meeting by the Market Manager).

1. We have found that the Commerce Plaza site is much more popular than the Market Square site. At Commerce Plaza the Market has shown increases in participation and income every year. A reason for this growth is growing sales. Vendors go where they sell their goods. Low traffic = less vendors!
2. Traffic counts at Wisconsin and Cook are over 10,000 vehicles/day vs. Cook and Adams at 4,100/day. More than double! This great amount of drive by traffic at the busiest intersection of two state highways in the center of downtown is a big reason for the increasing sales at Commerce Plaza.
3. Last year we expanded the Market hours to make it more convenient to the 95 Court House employees and those of other nearby businesses and even afternoon and early evening theater goers. To move to Market Square would put it three blocks away from these patrons and it is doubtful that many in these categories would get down to Market Square. Commerce Plaza is the center of the Downtown while Market Square is on the eastern fringe.
4. BID reinvests the Farmers Market earnings right back into the Market and into improvements in the downtown. As an example, this year BID is expanding plantings in the flower beds and adding ten more of the large black planters on outlying corners in the BID and placing six oak planters on the Canal path bringing the total planters to over seventy.
5. The lack of sanitary facilities at Market Square, and given the higher occurrence rates today of food born illnesses poses a possible threat to safety and health. To place a mobile water tank at Market Square as ordered is not a solution to lack of sanitation. A tank in fact could make matters more risky unless sanitized and closely monitored by a licensed person on a regular basis. Liability for BID and the City would exist if people were to become sickened from using the tanked water. Also the tank and trailer are very ugly. The water at the Plaza may be cold but is sanitary and potable!
6. With no mature trees in the Market Square parking lot, there is no escaping the searing heat of the sun for patrons and all west facing vendor booths. Vendors have cited the lack of shelter, punishing sun and often high winds as not being conducive to a pleasant market environment. There are higher winds at Market Square vs. the sheltered location at Commerce Plaza.

7. It has been said that Market Square was deeded to the city for the purpose of being a farmers market but no deed can be found. Even if it were found to exist it would not insist that the only place for farmers to sell locally grown crops is Market Square. Times do change!
8. For many patrons, the Farmers Market in the Plaza is a social event with the tree shade throughout, park benches to sit on and restrooms nearby. Ambience present in the redone Commerce Plaza (A Main Street/BID Project) with trees, flowers, fountain and high activity level are beneficial to the Market and create a pleasant place to visit.
9. Businesses that you would think to be opposed to no parking in Plaza on Thursdays do not object. The businesses most affected by no parking on Thursdays in the Plaza lot supports keeping the Market in Commerce Plaza.
10. The move would cost BID in excess of a thousand dollars for second class sanitation of a Porta Potty and portable hand washing sink. This is money that would be better spent on improvements in the downtown. Additional funds would have to be spent as we will now have to change all banners, sandwich board sign faces etc.
11. The Present Commerce Plaza location appears in several 2012 publications including the Portage visitors Guide, Columbia County Visitors Guide, State Farmers Market guides and several web sites.
12. We are able to store equipment needed for Farmers Market on site in the building at Commerce Plaza. This includes sandwich boards, barricades, seven 13' tall feather flags and traffic cones.
13. Market Square would be better suited for a market if landscaped, had trees, restrooms and a storage area. While at it, perhaps the unsightly, industrial looking electrical box situated in a most prominent spot could be built in it.
14. The Market as is, contributes much to the quality of life in our community. We just do not understand and we fail to see any benefit to the city, the patrons or the vendors in moving.
 What is the driving force to move? It costs the city nothing. There are no complaints, no incidents. Vendors prefer Commerce Plaza and patrons prefer Commerce Plaza. The surrounding businesses like the Plaza location.
 To move under the present circumstances would be a step backward.
 There is an adage that is apropos "If it ain't broke don't fix it."

This is an opportunity to prove wrong, the opinions Portage residents and business people have about our city leadership as stated in the \$50,000.00 Ady Voltedge report and this offers an opportunity for the elected officials to be considerate of the wishes of their constituency. It is our sincere hope that we can continue to work with the city council and administration in an atmosphere of mutual understanding just as we have on the Cook Street trees, snow removal, parking facility and other areas of concern in the BID.

Thank you,
 Portage Business Improvement District Board of Directors

RESOLUTION NO. 12-016

RESOLUTION RELATIVE TO COUNTY HIGHWAY AID

WHEREAS, the City of Portage is in need of street improvements and the Municipal Services and Utilities Committee of the Common Council has been working on examining such programs; and

WHEREAS, the Common Council for the City of Portage has been advised that there is a possibility of aid and/or assistance from the Columbia County Highway Committee pursuant to Section 83.03 and 83.035 of the Wisconsin Statutes; and

WHEREAS, in order to secure such assistance from Columbia County, it is necessary that a petition be made by the City of Portage to the County Board;

NOW THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Portage that such Council go on record as requesting aid and/or assistance from Columbia County and from the Columbia County Highway office pursuant to Chapter 83.03 and 83.035 of the Wisconsin Statutes;

BE IT HEREBY FURTHER RESOLVED that the Mayor and the City Clerk be and they are hereby authorized to sign a petition for such county aid requesting assistance in a sum not to exceed Nineteen Thousand One Hundred Forty-Eight Dollars and Fifty Cents (\$19,148.50);

BE IT HEREBY FURTHER RESOLVED that the Common Council for the City of Portage go on record as establishing the fact that there is available for such work within the City of Portage in the year 2011 the sum of Nineteen Thousand One Hundred Forty-Eight Dollars and Fifty Cents (\$19,148.50), and be it hereby noted that the Mayor and City Clerk be and they are hereby authorized to certify as to the availability of funds in their petition to the Columbia County Board.

DATED this 26th day of April, 2012.

Kenneth H. Jahn, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
Municipal Services and Utilities Committee

RESOLUTION NO. 12-017

**RESOLUTION RELATIVE TO COMMERCIAL LEASE AGREEMENT WITH
HIGHWAY LANDSCAPERS, INC.**

WHEREAS, the City Administrator has reviewed the Commercial Lease Agreement at the Portage Enterprise Center for Highway Landscapers, Inc. and has recommended approval of the agreement; and

WHEREAS, attached to this Resolution is a Commercial Lease Agreement setting forth the terms and conditions of the lease.

NOW THEREFORE IT IS HEREBY RESOLVED by the Common Council of the City of Portage that the Mayor and City Clerk be and are hereby authorized to execute the attached Commercial Lease Agreement with Highway Landscapers, Inc.

DATED this 26th day of April, 2012.

Kenneth H. Jahn, Mayor

Attest:

Marie A. Moe, WCPC, MMC, City Clerk

Resolution requested by:
City Administrator

6. **COVENANT, PERMITTED USE** Tenant shall only use the Premises as manufacturing/office space and for such additional uses as may be customary and incidental to the business of Tenant. All uses of the Premises shall be in accordance with all applicable municipal and zoning ordinances and any and all other applicable rules and regulations of any duly constituted authority governing such uses.

The Premises shall not be used for any purpose other than for business and industrial use. Such use must be authorized as a general and specific purpose of the grant awarded by the Economic Development Administration, as approved by the Assistant Secretary for Economic Development of the U.S. Department of Commerce or his/her designee, and such use shall be consistent with all EDA policies concerning, but not limited to, nondiscrimination and nonrelocation.

Tenant shall not use or occupy the Premises for any unlawful purpose, and will conform to and obey all present and future laws, ordinances and all rules, regulations, requirements and orders of all governmental authorities or agencies, respecting the use and occupation of the Premises including, without limitation, all environmental laws regarding underground storage tanks, pollution and hazardous wastes, without prejudice, however, to the Tenant's right to apply for a modification of any such laws, ordinances, rules, regulations and requirements, or to contest the validity of the same. Tenant shall be required to make any alterations to the Premises as a result of any law, ordinance or governmental regulation required by reason of the use or occupancy of the Premises.

Tenant agrees, upon reasonable notice, to permit Landlord to enter the Premises from time to time for the purposes of inspection, protection, preservation, repair or restoration of the Premises. The officers or agents of Landlord may so enter the Premises upon reasonable notice without being liable to any prosecution, claim or cause of action for damages by reason of such entry and without in any way affecting the obligations of this Lease; provided only that Landlord use reasonable care in making such entry. Landlord reserves the right to display "For Rent" and "For Sale" signs on the Premises and exhibit the Premises to prospective tenants or purchasers during the last 180 days of the Lease Term.

7. **QUIET POSSESSION** Landlord represents and warrants that it has full right and authority to enter into this Lease. Landlord covenants that if and so long as Tenant pays the rent required by this Lease and performs and observes all of the covenants, conditions, rules and regulations hereof, Tenant shall peaceably and quietly enjoy the Premises for the Lease Term, subject, however, to the terms, covenants, and provisions of this Lease.
8. **SURRENDER OF PREMISES** Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession of the Premises with all improvements located thereon (except as may otherwise be provided in this Lease) and surrender the Premises to Landlord in good condition and repair, reasonable wear and tear excepted, broom clean and all debris removed.
9. **HOLDING OVER** In the event Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed, at Landlord's option, to be occupying the Premises as a tenant from month to month, subject to all conditions, provisions and obligations of this Lease insofar the same can be applicable to a month-to-month tenancy; provided, however, that the Rent payable monthly shall equal **\$400.00 per month** at the discretion of the Landlord.
10. **IMPROVEMENTS, ALTERATIONS AND SIGNS** Tenant shall not make alterations or improvements in, or erect exterior signage upon or to the Premises or Building without the prior written approval of the Landlord, which approval shall not be unreasonably withheld. Tenant shall be responsible to return the Premises to the original state at the request of the Landlord prior to Lease Expiration and vacating the Premises.

During the Term, Tenant shall remove, within sixty (60) days, all liens levied against the Premises or Building arising out of work incurred by or at the request of the Tenant unless such liens are the subject of a bona fide contest as hereinafter provided.

11. MAINTENANCE AND REPAIRS

- 1). Tenant's Maintenance Responsibilities. Tenant shall, at its expense, maintain the Premises (including the interior walls, ceilings, doors, floor coverings, and fixtures) in good repair and condition the same as existed as of the Commencement Date, reasonable wear and tear and damage from fire and other insured casualty excepted. Tenant agrees not to and shall not overload the electrical, water and/or plumbing facilities and keep the Premises free from waste or nuisance. Tenant shall be responsible for maintenance of sidewalks/entrances, electrical and plumbing systems. Tenant shall repair, at its own expense, any damage to the Premises caused by the wilfull acts or negligence of Tenant, its officers, contractors, licensees, agents, employees, guests, invitees or visitors. Tenant agrees to furnish, at its expense, all lamps, bulbs, tubes, starters and ballasts in connection with the lighting of the Premises.
- 2). Landlord's Maintenance Responsibilities. Except for those maintenance responsibilities of Tenant, Landlord shall, at its expense maintain the entire Premises including, but not limited to, the foundations, outer walls, roof, gutters and down spouts, exterior windows and doors.

12. **INSURANCE** Tenant agrees to keep and maintain during the entire term of this Lease and any extension thereof or holding over thereunder comprehensive liability insurance on the premises covered hereunder, including the parking and other common areas, insuring Landlord and Tenant against liability for personal and bodily injury, death and property damage (including water) with limits not less than \$2,000,000.00 in aggregate and \$1,000,000.00 per occurrence.

Tenant is responsible for procuring and maintaining casualty insurance on Tenant's personal property, business assets, equipment and leasehold improvements.

Tenant shall not carry any stock of goods or do anything on or about the Premises which will in any way impair or invalidate the obligation of any policy of insurance on or in reference to the Premises or the Building.

A copy of these policies must be provided to the Landlord prior to occupancy.

13. **TAXES AND SPECIAL ASSESSMENTS** At the present time, Landlord is exempt form the payment of real estate taxes on the Premises. In the event that real estate taxes or special assessments are assessed against the Premises, Tenant shall pay, as additional rent, one twelfth (1/12) of such taxes and/or installments of assessments which are due in the next twelve (12) month period. Payments made hereunder during a calendar year prior to receipt of the statement for taxes and/or special assessments payable in that year shall be made on the basis of taxes and/or special assessments due in the previous year. Upon receipt of the tax statement for the current year, Landlord shall notify Tenant and an appropriate adjustment shall be made to the monthly installments due hereunder so that the actual amount of taxes and/or annual installments of special assessments for the calendar year shall be paid in full with the next succeeding month's rental payment.

Landlord shall provide Tenant with written notice that real estate taxes and/or special assessments are being assessed against the Premises. Said notice shall state the amount of such real estate taxes and/or installments of assessments due each month. The first payment shall be due when the next monthly Base Rent payment is due.

Tenant may elect to terminate this Lease by giving Landlord written notice of its intention to terminate this Lease on or before thirty (30) days from the date it receives written notice from Landlord that taxes and/or special assessments are being assessed against the Premises. If Tenant gives Landlord such notice, the Lease will terminate ninety (90) days from the date Landlord receives such notice. If Tenant elects to terminate this Lease, it shall not be required to make any payments for real estate taxes and/or special assessments.

Payment of real estate taxes and/or special assessments shall not abate under paragraphs 20 and 21.

14. REPORTING REQUIREMENTS Tenant agrees to provide sales, income, tax and payroll information upon request from Landlord. This information shall be used solely for the purpose of pooling program economic impact data in an anonymous fashion; or to assist tenant through the delivery of business incubation program technical assistance services. This provision shall remain in effect for a period of five years beyond the date of lease expiration.

15. INDEMNIFICATION Tenant shall defend, indemnify and hold harmless Landlord from and against any and all liability, losses, damages, costs or expenses, including attorney's fees, arising from any act, omission or negligence of Tenant or its affiliate companies, officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors in or about the Premises.

Landlord shall defend, indemnify and hold harmless Tenant, its , directors, officers and employees from and against any and all liability, losses, damages, costs or expenses, including attorneys fees, arising from any act, omission or negligence of Landlord or its contractors, licensees, agents, servants, employees, guests, invitees or visitors in or about the Premises.

16. ASSIGNMENT AND SUBLETTING Tenant shall not assign this Lease or sublet the Premises, or any part thereof, or in any other manner transfer this Lease, leasehold or the Premises, without the prior written consent of Landlord, which consent may be withheld for any reason or no reason. No lease assignment shall relieve Tenant of primary liability to Landlord hereunder, unless Landlord so agrees in writing. Tenant shall continue to make all payments due under the Lease directly to Landlord, even if the Premises is sublet or assigned. All subleases or assignments must be approved by Landlord and its attorney and Tenant shall promptly provide Landlord with a conformed copy of such approved sublease or assignment. Consent by Landlord to any subletting or assignment shall not constitute a consent by Landlord to any subsequent assignment or subletting.

17. TENANT DEFAULT

A. Definition of Default Each of the following events, (hereinafter called Event of Default), shall be a default hereunder by Tenant and a breach of this Lease:

- 1) If Tenant shall materially violate any covenant or agreement providing for the payment of rent or other amounts due under the terms of this Lease, and such violation shall continue for five (5) days after the due date.
- 2) If Tenant shall assign, transfer, encumber, sublet or permit the use of the Premises by others except in a manner permitted in herein.
- 3) If Tenant shall be adjudicated as bankrupt whether voluntarily or involuntarily, or makes any general assignment for the benefit of creditors under any Insolvency, Receivership or Bankruptcy Act.
- 4) If a Receiver or trustee shall be appointed for, or to take possession of, all or a substantial part of the property of Tenant or any part of Tenant's leasehold interest.
- 5) If the Premises are abandoned by Tenant. Tenant's failure to occupy and operate its business on the Premises for twenty (20) consecutive calendar days may, at the option of the Landlord, be deemed an abandonment, unless the rent has been paid in full during the period of absence.
- 6) If there be any attachment, execution or other judicial seizure of all or a substantial part of the assets or Tenant or Tenant's leasehold, where such an attachment, execution or seizure is not discharged within thirty (30) days.
- 7) If the estate of Tenant be transferred or passed to, or devolve upon, any other person or corporation by operation of law or by assignment of Tenant other than an allowed herein.
- 8) If Tenant shall be in default of fulfilling any of other covenants and conditions of this Lease and such default shall continue for thirty (30) days after written notice thereof from Landlord to Tenant and Tenant has not commenced to cure such default within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such default, but in no event more than ninety (90) days.

B. In the Event of Such Default:

- 1) Landlord has the right to enter upon the Premises and again have, repossess, and enjoy the same as if this Lease has not been made, and thereupon this Lease shall terminate without prejudice, however, to the right of Landlord to recover from Tenant all rent and other sums unpaid up to the time of such re-entry. In the event of any such default and re-entry, Landlord shall have the right to re-let the Premises for the remainder of the then existing term for the highest rent then obtainable, and to recover from Tenant the difference between the rent provided by this Lease and the amount obtained by such re-letting, less the costs and expenses reasonably incurred by Landlord in such re-letting.
- 2) In the event of a breach of this Lease by Tenant, whether abated or not, Landlord shall recover from Tenant reasonable and necessary attorney's fees and costs incurred by Landlord in enforcing its rights under this Lease.
- 3) All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other right to remedy at law. Such right and remedies may be exercised and enforced concurrently and whenever and as often as occasion thereof arises. No waiver by Landlord of performance by Tenant shall be considered a continuing waiver or shall preclude Landlord from exercising its rights in the event of a subsequent default.

18. LANDLORD DEFAULT If Landlord shall fail to perform any of its obligations under this Lease and such default shall continue for more than thirty (30) days after receipt by Landlord of written notice from Tenant specifying the default (or) if such default cannot be cured or corrected within that time, then such additional time as may be necessary if Landlord has commenced to cure such default within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such default, but in no event more than ninety (90) days), then Tenant may, at its option, but shall not be obligated to, cure such default. Landlord shall reimburse Tenant the reasonable costs incurred by Tenant in curing Landlord's default as aforesaid within thirty (30) days after receipt of Tenant's statement itemizing such costs, including, if any, reasonable attorney fees, in reasonable detail and evidence of payment thereof. Any rights under this Section shall be cumulative and shall not limit Tenant's rights at law or in equity.

19. NOTICES Any notice permitted or required to be given under the terms of this Lease shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been duly given if delivered by hand or if mailed by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service to the following address:

If to the Landlord:
City Clerk
City of Portage
115 W. Pleasant Street
Portage, WI 53901
PH: 608-742-2176

If to the Tenant:
Joe Donnelly, CEO
Highway Landscapers, Inc.
1233 South Grove Avenue
Jefferson, WI 53549
PH: 608-513-5691

Either party may designate a different address or recipient for purposes hereof by notice to the other party in the manner provided in this Section. Tenant shall designate a contact person in Tenant's organization whom Landlord may contact regarding the Lease. Tenant may designate a new contact person or persons at any time by giving notice to Landlord in writing.

20. CASUALTY

- 1) If the Premises are destroyed or damaged by fire or other casualty covered by insurance as required to be maintained by Landlord, then (unless this Lease is terminated as hereinafter provided) Landlord shall proceed to repair or restore the Premises to the condition which Landlord furnished improvements to Tenant upon the commencement of the Term. If Landlord repairs or restores the Premises as provided herein, then Tenant shall repair and restore its leasehold improvements, furnishings, furniture and equipment to at least a condition equal to that

prior to their damage. Notwithstanding any provision in this section 20 to the contrary, neither Landlord nor Tenant shall be required to spend more than the amount of insurance proceeds either or both parties receive for such damage or destruction.

- 2) If the Premises or any part thereof shall be rendered untenable by any destruction or damage, except where such damage is caused by Tenant, then a pro rata portion of the rent based upon the number of square feet of area in the Premises which are untenable shall be abated or if the untenable portion effectively prevents Tenant from using the Premises for its stated purpose then all of the rent shall be abated until the Premises or such part thereof shall have been put in tenable condition. If, however, any destruction or damage to the Premises is so extensive that Landlord is unable to render complete restoration within 120 days, or is not covered by Landlord's all-risk policy, Landlord or Tenant may terminate this Lease (effective as of the date of destruction or damage) by written notice to the other party given within 120 days from the date of casualty.

21. EMINENT DOMAIN If all or substantially all of the Premises are sold to or taken by any public authority under its power of eminent domain or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority, and the rental payable hereunder shall be apportioned accordingly. Upon any taking of less than substantially all of the Premises, either Landlord or Tenant may terminate this Lease. In the event of any such taking, where neither Landlord or Tenant elects to terminate this Lease, Landlord, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall, unless this Lease has been terminated, make necessary repairs and restorations (exclusive of Tenant's leasehold improvements and alterations) to restore the Premises remaining to as near its former condition as circumstances will permit and to rebuild or restore the remainder of the Premises to the approximate condition in which they existed at the time of such taking and the rent shall be correspondingly reduced. In no event shall Landlord be required to spend more than the amount it receives from any award in condemnation or sale. In any event, all damages awarded by or amounts paid by the acquiring authority for any such taking, whether for the whole or a part of the Premises shall belong to and be the sole property of Landlord whether such damages are awarded as compensation for loss of, or diminution in all to, the leasehold or the fee thereof. Tenant hereby waives and releases all claims to any such damages awarded by or amounts paid by the acquiring authority for any such taking; provided, however, that Tenant shall have the right to pursue such legitimate claim or claims as Tenant may have for relocation expenses, interruption of business and similar costs and expenses against any party except Landlord. In the event that this Lease is terminated as hereinabove provided, Tenant shall not have any claim against Landlord for the value of the unexpired term hereof.

22. PARKING Tenant and Tenant's employees, customers, agents and invitees shall have the nonexclusive right to use any parking areas located, adjacent to tenant's leased space.

23. RELATIONSHIP OF LEASE TO MORTGAGE Tenant agrees that this Lease shall be subordinate to any first or junior mortgages that are or may hereafter be placed upon the Premises and to any and all advances to be made thereunder and to the interest thereon and all renewals, replacements and extensions thereof. Upon request of any such mortgagee, Tenant shall execute an estoppel, attornment and subordination agreement. Landlord, however, shall have and reserves the right to grant to any such mortgagee, by any such mortgage, and whether this Lease be prior or subordinate to such mortgage, the right to receive for application to the debt secured by such mortgage, all or any part of the proceeds of any condemnation of the Premises to which it may be entitled as hereinafter provided. In the event of default by Landlord of any of its obligations under said mortgage, Tenant, after giving Landlord ten (10) days prior written notice, may make payments of Rent directly to such mortgagee if Landlord fails to cure its default within ten (10) days of Tenant's notice. If any personalty of Tenant is or will become a fixture, Landlord shall furnish Tenant's lender(s) with a statement or statements in form acceptable to such lender(s) which statement or statements shall provide that Landlord consents to a security interest by lender(s) in such personalty becoming a fixture.

- 24. SEVERABILITY** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall be valid and enforced to the full extent permitted by law.
- 25. GOVERNING LAW** This Lease shall be governed by, enforced and construed under the laws and regulations of the State of Wisconsin.
- 26. INTERPRETATION** The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Lease nor in any way affect this Lease
- 27. SUCCESSORS AND ASSIGNS** Each of the covenants, provisions, terms and agreements of this Lease shall inure to the benefit of and be binding upon the respective heirs, executors, and administrators, successors and assigns of Landlord and Tenant.
- 28. ENTIRE AGREEMENT** This Lease constitutes the entire agreement between Landlord and Tenant and shall supersede all previous communications, understandings and representations, whether oral or written. Amendments hereto shall not be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first written above.

Dated: _____

Dated: _____

City of Portage
(Landlord)

Highway Landscapers, Inc.
(Tenant)

By: Kenneth H. Jahn
Title: Mayor

By: **Joe Donnelly**
Title: CEO

CONTRACTOR STATEMENT OF EXPERIENCE

Contractor Name HIGHWAY LANDSCAPERS, INC.	<input checked="" type="checkbox"/> Corporation
Principal Office Address 1900 BOHM DRIVE	<input type="checkbox"/> Partnership
City, State, ZIP Code LITTLE CHUTE, WI 54140	<input type="checkbox"/> Individual
	<input type="checkbox"/> Limited Liability Co.
	<input type="checkbox"/> Limited Liability Partnership

1. (a) How many years have you been in business as a contractor under your present business name? 10
- (b) Give previous business name, if changed during past 3 years. _____
2. If corporation, when incorporated MARCH 2001 In what state WI
3. In what type of construction work has your organization had experience? LANDSCAPING, SIGNING, GUARDRAIL, FENCING
- (a) How many years experience as a principal contractor? 7
- (b) How many years experience as a subcontractor? 10

- YES NO
4. Have you ever failed to complete any work awarded to you? If so, explain: _____
- Has any officer, member, or partner of organization ever been an officer, member, or partner in an organization that failed to complete any work awarded to it? If so, state detail, naming the officers or persons, organizations and reasons for such failures. Also provide the names of the sureties. _____
5. Does your organization or any of its officers, directors or partners have a financial interest in any other company, organization, joint venture, etc., filing a prequalification statement with the department? If the answer is "Yes", list the organizations and the nature of the affiliation. _____

6. What is the construction experience of the principal individuals of your organizations?

INDIVIDUAL NAME	PRESENT POSITION/OFFICE	YEARS OF EXPERIENCE	WORK TYPE AND MAGNITUDE	IN WHAT CAPACITY
Scott Skinkis	President	27	Incidental	Labor-Owner
Joe Donnelly	Secretary/Treas.	27	Incidental	Labor-Owner

7. For whom have you performed work, and to whom do you refer? Give complete names, titles and addresses of all references.

WI DOT Headquarters - Hill Farms State Office Building 4802 Sheboygan Ave. Madison, WI 53702

Mashuda Contractors, Inc. Cliff Mashuda, Jr., President - PO Box 16 Princeton, WI 54968

Lunda Construction Co. Laremy Sacia - W229N2520 Duplainville Road Waukesha, WI 53185

Hoffman Construction Co. Jim Hoffman, President - 123 CTH A Black River Falls, WI 54615

8 List below construction work performed by you within the past 3 or more years or other experiences related to construction work that would tend to substantiate the assignment of the ratings desired. Under "capacity" state whether as contractor, engineer, superintendent, supervisor, etc.

YEAR	WORK TYPE	CAPACITY	WORK COST
2010	Incidental Construction - Mukwonago to Genessee; STH 83; CTH NN	Sub Contractor	\$797,024
2010	Incidental Construction - STH 26 Breezewood Lane; USH 45/41	Sub Contractor	\$1,418,841
2010	Incidental Construction - Westby-Viroqua Bypass; USH 14	Sub Contractor	\$621,756
2010	Incidental Construction - Taylor County Airport	Contractor	\$513,357
2010	Incidental Construction - Beloit-Madison; STH 106/CTH B; IH 39	Sub Contractor	\$1,094,577
2009	Incidental Construction - STH 32/57 -USH 151	Sub Contractor	\$195,148
2009	Incidental Construction - Jefferson Bypass	Sub Contractor	\$812,453
2009	Incidental Construction - Janesville/Fort Atkinson Road, Milton	Sub Contractor	\$542,053
2009	Incidental Construction - Sheboygan	Contractor	\$154,150
2008	Incidental Construction - 151 Beaver Dam Bypass	Sub Contractor	\$911,785
2008	Incidental Construction - Camp Douglas to WI Dells	Contractor	\$252,829
2008	Incidental Construction - Sun Prairie Bypass	Contractor	\$895,040
2007	Incidental Construction - East-West Freeway	Sub Contractor	\$934,928
2007	Incidental Construction - USH151 Washington Ave., Madison	Sub Contractor	\$962,771
2007	Incidental Construction - Green Bay/USH 41	Sub Contractor	\$914,226
2007	Incidental Construction - Sheridan Rd.-STH 32	Sub Contractor	358,576
2007	Incidental Construction - Green Bay-Sturgeon Bay, CTH H	Sub Contractor	559,425
2007	Incidental Construction - Sign Bridge Repair	Contractor	176,135

Attach additional sheets as may be required to develop fully the experience of the applicant.

12.	(a)	What is the amount of your borrowing capacity?	\$3,000,000.00
	(b)	What is your current effective interest rate on loans?	5.27
	(c)	List borrowing during past 3 years.	

BANK/LENDING INSTITUTION NAME	MAXIMUM AMOUNT BORROWED AT ANY ONE TIME DURING PAST 3 YEARS	NATURE OF COLLATERAL FURNISHED
GREENWOODS STATE BANK	1,172,000	Equity, Highway Landscapers Personal Guarantees
CATERPILLAR FINANCIAL SERVICES	480,000	Equipment
JOHN DEERE CREDIT	225,000	Equipment

YES NO 13. Furnishing the information requested by this item is optional. Has or will any financial institution extend you a line of credit? If yes, complete the following:

BANK/LENDING INSTITUTION NAME	CREDIT LINE AMOUNT
THE GREENWOOD'S STATE BANK	\$750,000

YES NO 14. Do you contemplate any change in your capital structure or any substantial increase or decrease in equity capital? If so, explain.

9. Ratings Desired - The several types of work for which ratings may be assigned are listed below. For each type of work for which a rating is desired the applicant shall indicate the maximum amount of work of that type which he/she believes he/she can prosecute concurrently. The amount of "Rating Desired" shall be shown in dollars. Statements such as "Maximum" are valueless and not acceptable.

A. General Construction	\$ 2,500,000.00
B. Grading	\$ 2,500,000.00
C. Concrete Pavement	\$
D. Asphalt Pavement	\$
E. Gravel or Crushed Stone	\$
F. Structures	\$
G. Rail Construction or Rehabilitation	\$
H. Bridge Painting	\$
I. Street or Airport Lighting	\$
J. Building Construction	\$
K. Incidental Construction	\$ 3,000,000.00
Maximum	\$ 8,000,000.00

The maximum is the amount of work of all types, including nonhighway work, which your organization would be willing to undertake or have underway concurrently. Please be sure that you enter a maximum.

10. List states in which you are qualified and give maximum capacity rating.

STATE	CAPACITY RATING AMOUNT
WISCONSIN	1.7
MICHIGAN	1.7

11.	Bonds furnished during last 3 years:	
(a)	Largest individual bond furnished	2,000,000.00
(b)	Largest amount for which bonded at any time	\$900,000.00
(c)	List bonding companies used.	

CAPITOL INDEMNITY

GUARANTEE COMPANY