

City of Portage
Finance/Administration Committee Meeting
(This meeting will constitute a meeting of the Community Development Block Grant Committee as a quorum of members will be present; but no business of this committee will be taken up.)

Monday, May 12, 2014, 6:15 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One

Agenda

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

1. Roll call
2. Approval of minutes from May 8, 2014.
3. Selection of Vice Chair.
4. Discussion and Possible Recommendation on Bids for Recycling Carts.
5. Discussion and Possible Recommendation on Bids for Two Heavy Duty V-Box Salt Spreaders.
6. Discussion and Possible Recommendation on Bids for Dump Truck and Snow Plow.
7. Review and Possible Recommendation on Proposed Amendment to Contract with McMahon Associates for the WWTP Digester Project.
8. Discussion and Possible Recommendation on Bids for Cable TV Upgrades.
9. Discussion and Possible Recommendation on Completed Application to CDBG – PF Funds (elevator).
10. Discussion and Possible Recommendation on Ehlers Investment Advisory Agreement.
11. Discussion and Possible Recommendation on Title VI Handbook for Transit.
12. Discussion and Possible Recommendation on Library Loan Repayment Agreement.
13. Discussion and Possible Recommendation on proposed surplus assets.
14. Discussion of 1st Qtr Review.
15. Discussion of Project Administration and Reporting.
16. Adjournment.

Rick Dodd, Chairperson

City of Portage
Finance/Administration Committee Meeting
Monday, May 8, 2014, 6:30 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes

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

Excused: Mike Charles

Also present: Finance Director Jean Mohr

1. Roll call

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

2. Approval of minutes from April 14, 2014.

Motion by Havlovic, second by Klapper to approve minutes from the April 14, 2014 meeting. Motion carried 4-0.

3. Discussion and possible recommendation on claims.

The committee reviewed the total claims of \$729,436.79.

Motion by Havlovic, second by Klapper to approve claims in the amount of \$729,436.79. Motion carried unanimously by a call of roll.

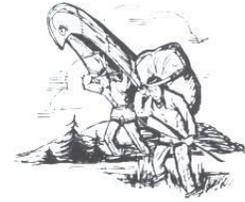
4. Adjournment

Motion by Klapper, second by Lynn, to adjourn. Motion carried unanimously on a call of roll at 6:43 p.m.

Jean Mohr
Finance Director

CITY OF PORTAGE

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



"Where the North Begins"

MEMORANDUM

To: Finance & Administration Committee
From: Bob Redelings, Public Works Director
Subject: Recycling Cart Bids
Date: May 8, 2014
CC: Shawn Murphy, City Administrator

Five bids were received on May 6, 2014 for 3,000-95 gallon and 200-65 gallon recycling carts. The bid tabulation is attached.

Cascade Engineering, the low bidder supplies carts to several Wisconsin communities including the City of Baraboo. Bob Koss, the Baraboo Street Superintendent indicated they've had a positive experience with Cascade. Greg Kaminski, the Columbia County Solid Waste Director said Cascade also supplies the carts to Waste Management and they have a quality cart.

The second low bidder, Rehrig Pacific was the supplier of the City's garbage carts. An advantage of having Rehrig Pacific supply the recycling carts would be that the City would only need to stock one type of cart in lieu of two different styles.

The estimated budget for the carts is \$155,000 which needs to be borrowed. Based on the proposals received and Cascade's positive references, the Public Works Department recommends purchasing the carts from Cascade Engineering.

It should be noted that the quantity of recycling carts is an estimate, based on the number of garbage carts the City has. To date, only 123 customers have requested 65 gallon carts and it will be necessary to stock a small quantity of each size cart.

Pending a more precise quantity, it's recommended that \$170,000 be borrowed to adequately cover program costs.

Attachment

DATE: Tuesday, May 6, 2014

TIME: 2:00 PM, CDST

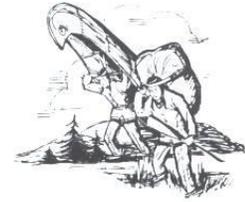
PLACE: Portage Municipal Building

RECYCLING CARTS/CONTAINERS TABULATION OF PROPOSALS

Supplier:				Cascade Engineering 4950 37th Street SE Grand Rapids, MI 49512		Rehrig Pacific Company 7800, 100th Street Pleasant Prairie, WI 53158		Poynette Iron Works 209 E. North St. Poynette, WI		IPL Inc. 140 Commercial St. St. Damien, Qc, Canada		R.N.O.W. 8636R W. National Avenue West Allis, WI 53227	
No.	Description	Qty.	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	95 gallon containers	3000	ea	\$47.22	\$141,660	\$49.58	\$148,740	\$51.90	\$155,700	\$56.78	\$170,340	\$59.76	\$179,280
2	65 gallon containers	200	ea	\$40.00	\$8,000	\$44.58	\$8,916	\$42.11	\$8,422	\$45.43	\$9,086	\$57.76	\$11,552
3	Additional Services: (Delivery, Assembly, Recordation, etc.)	3200	ea	\$3.75	\$12,000	\$5.00	\$16,000	\$6.07	\$19,424	\$3.95	\$12,640	\$3.75	\$12,000
	Total				\$161,660		\$173,656		\$183,546		\$192,066		\$202,832

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"Where the North Begins"

MEMORANDUM

To: Finance & Administration Committee
From: Bob Redelings, Public Works Director
Subject: 2014 2 V-Box Salt Spreaders
Date: May 9, 2014
CC: Shawn Murphy, City Administrator

The Chief Mechanic and I reviewed the bids and determined that all 3 bidders' equipment met the minimum specifications. We are recommending the City procure the Salt Spreaders from Monroe Trucking for several reasons:

- The City's other Salt Spreader is from Monroe and the three Salters would be interchangeable.
- The Monroe Salter has a stainless steel gate jack which is an upgrade that Madison Truck doesn't provide.
- Monroe Trucking has a bolt on the tail section (which Madison Truck doesn't) which facilitates replacement if damaged.

There is \$40,000 budgeted for the equipment. We recommend award of the 2 Salters to Monroe Trucking in the amount of \$38,145 which includes \$275 for picking up the chassis (option#2).

Attachment

Bid Tabulation

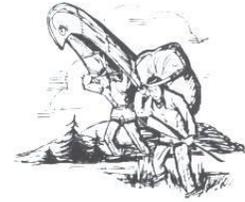
TWO (2) HEAVY DUTY V-BOX SALT SPREADERS

May 7, 2014, 1:30 CDST

<u>Bidder</u>	<u>City/State</u>	<u>Bid</u>
1. Madison Truck Equipment	Madison, WI	\$ 37,712.00
2. Monroe Trucking	Monroe, WI	\$ 37,870.00
3. Caspers Truck Equipment	Appleton, WI	\$ 39,102.00

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Telephone: (608) 742-2176 • Fax: (608) 742-8623



"Where the North Begins"

MEMORANDUM

To: Finance & Administration Committee
From: Bob Redelings, Public Works Director
Subject: 2014 Dump Truck with Snow Plow
Date: May 9, 2014
CC: Shawn Murphy, City Administrator

Six bids were received on May 7, 2014 for the subject equipment. The bid tabulation is attached.

There is \$105,000 budgeted for the Dump Truck, new Snow Plow and dump box installation (only).

We recommend the truck and appurtenant equipment be awarded to the low bidders: Truck Country for the 2014 dump truck and Monroe Truck Equipment for the Snow Plow and dump box installation.

Truck Country's bid of \$59,085 includes trade-in value of \$20,000 and \$925 option for larger tires associated with the \$16,000 pound front axle rating.

Monroe Truck Equipment's bid of \$20,445 includes installation of a new snow plow and installation of the dump box from unit #5.

The total price is \$79,530 and includes the trade-in of unit #11 with Snow Plow and one salter box.

Attachment

DATE: Wednesday, May 7, 2014 TIME: 1:00 PM, CDST PLACE: Portage Municipal Building		TABULATION OF PROPOSALS Dump Truck and Snow Plow City of Portage, Wisconsin		
Supplier:		Truck Country Madison, WI	Lakeside International Madison, WI	Badger Truck Center Windsor, WI
		Delivery end of Aug	Delivery end of June	
No.	Description	Price	Price	Price
1	Dump Truck Chasis	\$78,160.00	\$82,850.00	\$87,214.00
2	Dump Box Installation	-	-	-
3	Snow Plow	-	-	-
4	Trade-In	\$20,000.00	\$18,000.00	\$20,000.00
	Net	\$58,160.00	\$64,850.00	\$67,214.00

DATE: Wednesday, May 7, 2014 TIME: 1:00 PM, CDST PLACE: Portage Municipal Building		TABULATION OF PROPOSALS Dump Truck and Snow Plow City of Portage, Columbia County, Wisconsin		
Supplier:		Monroe Truck Equip. Monroe, WI (180 days out)	Madison Truck Madison, WI (Ok time frame)	Caspers Truck Appleton, WI
No.	Description	Price	Price	Price
1	Dump Truck Chasis	-	-	-
2	Dump Box Installation	\$10,592.00	\$13,886.00	\$13,646.00
3	Snow Plow	\$9,853.00	\$10,300.00	\$11,422.00
4	Trade-In	-	-	-
	Total	\$20,445.00	\$24,186.00	\$25,068.00

AMENDMENT #1
Proposal Agreement
For Professional Engineering Services



1445 McMAHON DRIVE | P.O. BOX 1025
NEENAH, WI 54956 | 54957-1025
PH. 920.751.4200 | FX. 920.751.4284

Wastewater Digester Mixing Design & Bidding Services

Dated December 19, 2013
McM. No. P0012-930555

Between The
CITY OF PORTAGE
COLUMBIA COUNTY, WISCONSIN
And
McMAHON
NEENAH, WISCONSIN

This **Amendment #1** modifies the original Proposal Agreement, dated December 19, 2013 for the **Wastewater Digester Mixing - Design & Bidding Services**, for the City of Portage, Columbia County, Wisconsin (copy attached).

The City of Portage is seeking Construction Phase Services for the Wastewater Treatment Facilities - Digester Mixing & Building improvements project, which was Bid April 7, 2014 (McM. No. P0012-930555).

McMAHON will evaluate Teaming with General Engineering Company to provide some of the periodic Observation Services during construction. McMAHON will also Team with Fredericksen Engineering to provide Construction Phase Services on their HVAC design.

Construction Phase Services Amended Scope of Services:

Specifically, this Amendment #1 adds the following **Construction Phase Services Scope of Services** to the original Proposal Agreement, dated December 19, 2013:

Construction Phase Services:

- Prepare Construction Contracts to be executed between the City of Portage (Owner) and the selected Contractor.
- Conduct a Pre-Construction Conference at the Wastewater Treatment Facility site.
- Conduct monthly Construction Progress Meetings on-site.
- Review Shop Drawings.
- Review materials inspection and testing reports.
- Review Contractor's Request For Information (RFI's) and issue clarifications, as needed.
- Review Contractor's Applications For Payment, and provide recommendations to the City of Portage for payment to Contractor.

[Amendment #1](#)

Construction Phase Services: (continued)

- Review and assist the City of Portage with negotiating proposed Change Orders. Prepare and process Change Orders for approval by the Owner, Contractor and Engineer.
- Observe condition of coating on the underside of digester covers, and prepare Memorandum documenting findings.
- Coordinate and document start-up activities. Coordinate with the Owner staff, Contractor and Equipment Representatives.
- Review work to determine Substantial Completion.
- Prepare Punch Lists and verify satisfactory completion of Punch List items.
- Review Contractor’s Record Drawings, and prepare final project Record Drawings for the Owner.
- Review and assemble manufacturer’s Operation & Maintenance (O&M) Manuals.

Construction Observation Services

- Perform periodic site visits during construction to observe construction progress and general conformity to project Drawings and Specifications.

Amended Compensation

The additional Scope of Services, identified above, will be added to the original Scope of Services. The fee for the additional Scope of Services is as follows:

- Construction Phase Services.....\$38,500 Estimated Time & Expense
- Construction Observation Services.....\$23,000 Estimated Time & Expense

Fee is based on 24 periodic site visits to observe construction progress and general conformity to Drawings and Specifications.

ACCEPTANCE:

CITY OF PORTAGE
Columbia County, Wisconsin

McMAHON
Neenah, Wisconsin

By: _____
(Authorized Signature)

By: _____
Chad T. Olsen, P.E., BCEE

Title: _____

Title: Associate / Senior Project Manager

Date: _____

Date: _____

Attachment: Proposal Agreement For Professional Engineering Services | Dated December 19, 2013
I.D. Proposal \ M0032 \ 930001 \ Portage, WI (Digester Mixing) - Proposal Agreement Rv 2013-12-19

W:\WP\Agreement-Amendments\P0012\930555\Amendment#1 (WW Digester Mixing)-CTO.docx

Amendment #1

MEMORANDUM

TO: Finance & Administration
From: S. Murphy, City Administrator 
Date: May 8, 2014
RE: Cable TV Equipment Upgrade

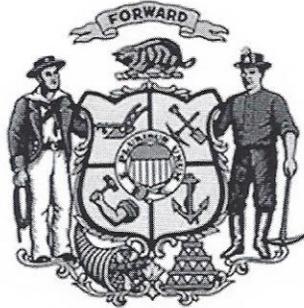
Bill Walsh obtained 2 proposals to replace the audio/video broadcast components in the Council Chambers as well as the basement studio as well as the cameras and microphones in the conference rooms. The current equipment has reached the end of its useful life, is analog based and in many cases, obsolete or unserviceable. Additionally, as Charter Communications phases out analog support, broadcast will not be feasible with existing equipment. The proposals call for the removal of the existing equipment and installation of high-definition, digital based video & audio equipment.

Vendor	Base Proposal	HDMI Upgrade	Audio	<u>TOTAL</u>
Fearing's	76,060.24	1,448.99	3,844.84	\$81,354.07
IBS, Inc.	80,744.00	2,482.00	3,250.00	\$86,476.00

Both proposals include training on the operation of the system. Addition cabling and connection expenses (Est. \$1200) will occur after system installation to interface with Charter Communications. The 2014 Capital budget allocated \$88,000 of borrowed funds for this project.

The City has an existing relationship with Fearing's as they installed the keycard building access system. The Cable TV Commission reviewed both proposals and recommended award to Fearing's.

STATE OF WISCONSIN
Department of Administration



**COMMUNITY DEVELOPMENT BLOCK GRANT -
PUBLIC FACILITIES
(CDBG-PF)**

**2014 COMPETITIVE GRANT
APPLICATION**



WISCONSIN DEPARTMENT OF
ADMINISTRATION

1



WISCONSIN DEPARTMENT OF ADMINISTRATION
Division of Housing
housing.wi.gov

CDBG-PF PROGRAM CONTACT INFORMATION

Mailing Address: Wisconsin Division of Administration
Division of Housing – Bureau of Community Development
ATTN: 2014 CDBG-PF Applications
101 E. Wilson St., 9th Floor
P.O. Box #7970
Madison, WI 53707-7970

Telephone: Tom Clippert, Director Bureau of Community Development
(608) 261-7538

Email: DOACDBG@Wisconsin.gov

PLEASE NOTE:

2014 CDBG-Public Facilities Grant Application materials can be downloaded from the Bureau of Community Development section on the Division of Housing website at housing.wi.gov. Please **download the electronic document(s) prior to application submission** to ensure that you are referencing the most up-to-date version of the application as periodic revisions may have been made since this copy was printed.

Wisconsin Department of Administration
2014 Application
Community Development Block Grant - Public Facilities (CDBG-PF)

PART 1 – GRANT REQUEST		
Grant Request Amount: \$	Applicant's Local Match: \$	Total Project Cost: \$ 94,500
	Applicant's Non-Local Match: \$	
Project Title: Portage Municipal Building Elevator Rehabilitation		
Brief Project Description: Municipal building elevator was declared in violation of ADA requirements accessibility. Municipal Building is the only polling place in the City as well as the location for elderly meal site, and several community organization meetings. This project modifies the elevator shall to accommodate the replacement of the 40 year old elevator car with and ADA accessible one.		
If Project receives CDBG funding: Project Begin Date (MM/YY): 02 / 15 Project Completion Date (MM/YY): 06 / _2015_		
The Proposed Project Budget has been attached to this application: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
A Budget Match Waiver has been attached to this application: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

PART 2 – APPLICANT INFORMATION		
APPLICANT (UGLG): City of Portage		Population: 10,289
Applicant Type: <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> County	County: Columbia	
Joint Application? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, list other unit[s] of government):		
Chief Elected Official (CEO): William Tierney		Title: Mayor
Clerk: Marie Moe		
Public Works Director: Bob Redelings, PE	Finance Director: Jean Mohr	
Official Municipal Street Address: 115 W. Pleasant Street		
City, Zip: Portage, 53901		DUNS #: 931273150
CEO Phone: (608) 742 – 2176	CEO Fax: (608) 742 – 8623	FEIN: 39-6005572
CEO E-Mail: bill.tierney@portagewi.gove		Clerk E-Mail: <u>marie.moe@portagewi.gov</u>
Chief Elected Official Signature:		Date:
Application Contact		
Name: Shawn Murphy, City Administrator		Agency/Company: City of Portage
Mailing Address: 115 W. Pleasant Street		
Phone: (608) 742 – _2176, Ext 324	Fax: (608) 742 – 8623	E-Mail: shawn.murphy@portagewi.gov

Previous CDBG Assistance

List All Previous CDBG-PF, CDBG-ED, CDBG-PLNG, CDBG-PFED, and CDBG-Housing Awards Received Since 2006:

Project:	Grant Agreement / Contract No:	Award Date:	Closeout Date:	Award Amount:
City Economic Development Plan	PLNG FY13/21078	December, 2011	June, 2013	\$25,000
City of Portage ED Implementation	PLNG FY 13-21603	September, 2011	April, 2013	\$25,000
City of Portage Housing Loan	H 11-12	June, 2012	June, 2014	\$500,000

Did any previous CDBG award(s) monies fund part or all of the Public Facilities project for which you are applying today?

Yes No

PART 3 – INITIAL ELIGIBILITY

Provide or acknowledge the following to demonstrate initial application eligibility:

Yes No

- X 1. Acknowledge that the applicant is a non-entitlement community that does not receive CDBG funds directly from the Department of Housing and Urban Development (HUD).
- X 2. Applicant's Citizen Participation Plan is attached.
- X 3. Documentation of the first public hearing notice published in the newspaper, verifying that the public was given a minimum of 2 weeks (14 days) advance notice of the public hearing, is attached.
- X 4. Public hearing meeting minutes & Citizen Participation Public Hearing Certification is attached.
- X 5. Public hearing sign-in sheet(s) is attached.
- X 6. Applicant's authorizing resolution is attached.
- X 7. Statement of Assurances is attached.
- X 8. Lobbying Certification is attached.
- X 9. Potential Fair Housing Actions are attached.
- X 10. Acknowledge that if the applicant's project is funded, the applicant will be required to complete an environmental review **before** the unit of general local government can receive grant funds.
- X 11. If this project is funded, I/we acknowledge that Professional Services for Grant Administration will be properly procured in compliance with Federal, State, and local requirements.

Briefly describe your process for procuring a grant administrator and explain how it complies with Federal, State, and local procurement requirements:

The City of Portage will not procure a grant administrator for this project.

Contact the Bureau of Community Development if any answer in this section is "No"

PART 4 – CDBG NATIONAL OBJECTIVE AND PROJECT BENEFICIARIES

Will the proposed project benefit the entire community?

Yes

No: How many individuals will benefit from the project? _____

Of those who will benefit, how many individuals meet the qualification of LMI? _____

1. Which CDBG National Objective does your proposed project meet? (Answer using the checkboxes below.)
2. What method was used to demonstrate National Objective compliance?

Benefit to Low- and Moderate-Income Persons

Area Benefit using Census Data (Attach Census Tract/Block Data Summary for area coinciding with project service area)

Area Benefit using Survey Data (Attach completed Survey Data Summary Form)

Limited Clientele - HUD presumed group: Elevator Replacement will be ADA Accessible primarily serving elderly and handicap individuals
(or if based on nature of project and location, provide justification below)

Prevention/Elimination of Slum and Blight

Area Basis (Attach completed Slum and Blight Certification Form)

Spot Basis (Attach completed Slum and Blight Certification Form)

Urgent Local Need (Provide justification below)

Briefly explain:

1. *How the project will meet the National Objective selected above, and*
2. *The method by which the project will qualify, and*
3. *The information and data available to document compliance.*

PART 5 – PROJECT NEED (0-90 Points)

On the following page, concisely describe the need for the proposed project.

Address:

- the current condition of the problem,
- the frequency that the problem occurs,
- the effect(s) of the problem if left untreated, **and**
- to what extent the proposed project will alleviate the problem.

Data or pertinent information that quantifies the need can be included in the narrative or as an attachment to this application. Limit your narrative to two (2) pages (pages 7 & 8 of this application) with not less than a 12-point font and ¾" margins.

***** Additional/supporting documentation may be attached, but it will NOT be scored. *****

PROJECT NEED NARRATIVE (0-90 Points) - Page 1 of 2

The Portage Municipal Building is the only polling place for each election. In November, 2013 the Governmental Accountability Board (GAB) conducted the annual accessibility survey and unexpectedly declared the 40-year old elevator car non-compliant with ADA accessibility requirements prohibiting the holding of elevations at this location (see letter from GAB dated 12/5/2013). Temporarily, the Library will serve as the polling place for the City. The Library is fully ADA accessible, however it is located in a less centralized location and the polling area is smaller than the Municipal Building. An ADA compliant elevator takes a minimum 13-weeks to manufacture with an additional 3-4 weeks for installation. Such an elevator will allow the municipal to serve as the polling place again from a centrally accessible location.

In addition to elections, the elevator provides the only handicap accessible means to both the basement and 2nd floor of the Municipal Building which contain a kitchen and community meeting room (basement) as well as Council and Committee meeting rooms (2nd Floor). The basement kitchen and community meeting room is a weekly location for the senior meals site for this area of Columbia County and used by 20-30 participants. Additionally, other community groups rent or use the basement community room for meetings and activities. Weekly Board, Commission, Committee and Council meetings are held in the 2nd floor Council chambers and committee meeting rooms which are also served by the elevator. All these meetings are open to the general public and the elevators are frequently utilized by the elderly, disabled and handicapped.

The notification from the GAB, dated 12/5/2013, arrived after the adoption of the 2014 budget, which occurred on November 28, 2013. Additionally, the City is not contemplating an additional capital projects debt issue until May or June, 2015. The elevator was not included in the 2014 budget and was not included in the last debt issuance for capital projects which occurred in 2012. A preliminary replacement quotation from the elevator service company estimated a total replacement cost of \$88,000 plus some additional electrical and building restoration to the masonry walls.

Empty text area for project need narrative.

PART 6 – COMMUNITY DISTRESS (0-60 Points)	
Median Household Income (0-30 Points): (source of data: <u>2012 US Census Bureau American Community Survey</u>) (date that source data was published: <u>2012</u>)	\$ 48,417
Per Capita Property Value (0-15 Points): (source of data: <u>Wis. Dept of Revenue</u>) (date that source data was published: <u>2012</u>)	\$ 51,737
Local Property Tax Rate (0-15 Points): (source of data: <u>Wis. Dept of Revenue</u>) (date that source data was published: <u>2012</u>)	\$.02624

PART 7 – FINANCIAL NEED (0-30 Points)	
Amount of Local Matching Funds Committed to Project: (This is the amount of Applicant Funds on the Proposed Project Budget Page) (Attach the completed Proposed Project Budget to the application)	\$ 47,250
If the Local Matching Funds amount is less than 10% of the Total Project Cost, has a waiver request from the UGLG CEO been attached to the application?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Funding Source for Local Funds Committed to Project: <input checked="" type="checkbox"/> General Obligation (G.O.) Debt <input type="checkbox"/> Revenue Bonds <input type="checkbox"/> Other (briefly explain): _____	
If G.O. Debt is Funding Source:	
G.O. Debt Capacity For 2014:	\$ 26,743,666
Used G.O. Debt (to date):	\$ 13,265,000
Anticipated used G.O. Debt For 2015 without CDBG Assistance:	16,650,000
Anticipated used G.O. Debt For 2015 with CDBG Assistance:	16,555,000
Future (within the next three years) G.O. Debt Obligations (Attach Resolution or Capital Improvement Plan to the application)	\$ 4,500,000
For Water and Sewer Projects: (Attach most recent municipal Enterprise Statements to the application)	
Annual <u>water</u> charge calculated for a household using 70,000 gallons of water:	\$
Projected increase in the water charge with grant assistance:	___% \$
Projected increase in the water charge without grant assistance:	___% \$
Annual <u>sewer</u> charge calculated for a household using 70,000 gallons of water:	\$
Projected increase in the sewer charge with grant assistance:	___% \$
Projected increase in the sewer charge without grant assistance:	___% \$

PART 8 – PLANNING AND COLLABORATION (0 - 20 Points)

Does the Applicant have an adopted Comprehensive Plan, Community Redevelopment Plan, or other long-range plan? (0-10 Points)

Yes:

Date the Plan was adopted or most recently revised: _____

Briefly explain, within the space provided, how this project is consistent with the goals and objectives of the Plan and attach a copy of the applicable sections of the Plan.

Under the Utilities and Community Facilities Chapter of the Comprehensive Plan Goal U1 states, "Provide efficient and accessible facilities to meet the needs for activities, recreation and services for the elderly, youth and the community." Also Goal U6 states, "Provide a full range of community services and infrastructure that meets the needs of City Residents." The Portage Municipal Building is used by the entire community for elections, elderly meal sites, community & public meetings, civic group activities, Girl Scouts, and other community groups. Ensuring handicap accessibility is necessary for full enjoyment by the community.

No

Will the proposed project occur in conjunction with other planned public improvement or construction project? (0-10 Points)

Yes:

Briefly explain, within the space provided, how this project fits within or supports another planned public improvement project. Include efficiencies, cost savings, and desirable effects that will be realized by completing these projects simultaneously.

No

PART 9 – COMMITMENT OF MATCHING FUNDS (0 - 50 Points)

APPLICANT: City of Portage, WI

DATE: May 22, 2014

Attach documentation of financial commitments and information to demonstrate the validity and reasonableness of budgeted costs.

Activity	CDBG Funds	Source of Matching Funds			Total
		Applicant	Other Public Funds	Private Funds	
Acquisition - Land					
Acquisition - Building					
Building Improvements	47,250	47,250			
Center/Facility Construction					
Clearance - Site					
Curb and Gutter					
Electrical System Improvements					
Environmental Remediation					
Equipment					
Fire Station					
Relocation					
Sanitary Sewer					
Storm Sewer					
Streets/Sidewalks					
Wastewater Treatment Facility					
Water					
Furnishings & Fixtures (match only)					
Engineering (match only)					
Administration					
Sub-Total(s):	47,250	47,250			

In addition to Applicant Match Funds, summarize the other Public and Private sources of project funding:

Source: _____ Amount: \$ _____ Status: Pending Committed Yes No Signed Commitment Documents Included?

Source: _____ Amount: \$ _____ Status: Pending Committed Yes No

Source: _____ Amount: \$ _____ Status: Pending Committed Yes No

Source: _____ Amount: \$ _____ Status: Pending Committed Yes No

ATTACHMENTS & SUPPORTING DOCUMENTATION

Documents	Has the attachment or supporting documentation been Included with this Application submission?	
1. Authorizing Resolution (for Application Submission)	X Yes	<input type="checkbox"/> No
2. Citizen Participation Plan (CPP)	X Yes	<input type="checkbox"/> No
3. Adopting Resolution of the Citizen Participation Plan	X Yes	<input type="checkbox"/> No
4. A copy of the Citizen Participation Public Hearing Notice (<i>proof of minimum 14-day advance notice</i>)	X Yes	<input type="checkbox"/> No
5. Citizen Participation Public Hearing Certification Form	X Yes	<input type="checkbox"/> No
6. A copy of the Fair Housing Ordinance	X Yes	<input type="checkbox"/> No
7. Adopting Resolution of the Fair Housing Ordinance	X Yes	<input type="checkbox"/> No
8. Statement of Assurances	X Yes	<input type="checkbox"/> No
9. A copy of the Relocation Plan/Anti-Displacement Policy	X Yes	<input type="checkbox"/> No
10. Acquisition/Relocation/Demolition Questionnaire	X Yes	<input type="checkbox"/> No
11. Lobbying Certification	X Yes	<input type="checkbox"/> No
12. A copy of the Non-Violent Demonstration Policy	X Yes	<input type="checkbox"/> No
13. A copy of the Excessive Use of Force Policy	X Yes	<input type="checkbox"/> No
14. Fair Housing Actions (<i>specifying the two actions that the local community will undertake</i>)	X Yes	<input type="checkbox"/> No
15. Proof of the Local Match Commitments (<i>i.e. copies of the signed award letters, signed loan paperwork, resolutions committing funds, and bank account statements</i>)	X Yes	<input type="checkbox"/> No



Managing Investments for your Community's Future

INVESTMENT ADVISORY AGREEMENT

**City of Portage, WI
115 West Pleasant Street
Portage, WI 53901**

The City of Portage, WI ("Client") hereby employs **Ehlers Investment Partners, LLC (f/k/a BBE Community Investment Partners, LLC)** ("Adviser"), a subsidiary of Ehlers Companies as investment adviser for the investment account described below on the following terms and conditions:

1. **Appointment of Adviser.** Client hereby retains Adviser as an investment adviser to provide services in accordance with the terms and conditions set forth in this Agreement, and Adviser agrees to perform the services as specified in the Agreement. This Agreement shall remain until it is terminated in writing by either party in accordance with the terms of this Agreement or it is replaced by a new agreement, whichever comes first.
2. **Services.** Adviser agrees to assist Client in establishing an investment account comprised of investments defined as permissible investments under **Wisconsin** statutes and Client's Investment Policy. If Client does not have an Investment Policy prior to the execution of this Agreement, Adviser will assist Client in preparing one. After the account is opened, the Adviser representative assigned to the account shall regularly monitor the account and make investment strategy recommendations based on the specific needs and investment goals of Client, in accordance with the Client's Investment Policy. This shall generally include:
 - Assisting Client in establishing investment objectives, consistent with Client's risk tolerance, financial needs and goals, and the Client's Investment Policy.
 - Assisting Client in establishing asset allocation mix based on Client's financial position, cash flow, risk preference, time horizon, and the attached Investment Policy.
 - Setting up a Client safekeeping account ("Account"), as defined below, with a qualified bank, brokerage firm or other financial institution ("Custodian").
 - Transfer of assets to and from Custodian Account, as directed by Client, for safekeeping.
 - Implementation of trades and account management, subject to the limitations described in paragraph 4.
 - As requested by Client, Adviser will prepare periodic performance reports on the Account.
 - Schedule review meetings as needed to update Client's ongoing financial planning and investment progress.
 - Adviser may contract with a third – party, at the direction of Client, to provide money market mutual funds, certificates of deposit (collateralized or uncollateralized) and other securities, as applicable.
 - Adviser may, with direction from Client, prepare a cash flow forecast to aid in determining funds available for investment.

3. **Nature of the Relationship.** Adviser is a Registered Investment Adviser (“RIA”) with the Securities and Exchange Commission (“SEC”) and Financial Industry Regulatory Authority (“FINRA”). Adviser is regulated by and required to follow rules set forth by the SEC and FINRA. Accordingly, this Agreement sets forth the terms of the relationship between Adviser and Client. It also identifies and imposes certain rights and obligations on both parties.

Adviser is a fiduciary which requires a duty of loyalty to Client by Adviser. Such duty requires the Adviser to disclose any conflicts of interest that might impair Adviser’s ability to satisfy the duty of loyalty to Client. Adviser is not aware of any conflicts of interest at this time.

In the event any potential conflicts arise, Adviser agrees to promptly disclose them. Client agrees that it will carefully consider any such conflicts, will seek independent advice if it determines it is appropriate, and will, in a writing executed by an official of Client with authority to bind Client by contract, specifically acknowledge the conflict(s) and authorize Adviser to proceed if Client deems it appropriate and the conflict is manageable.

Adviser also has a proposed duty to exercise due care in providing any Services. To do that, Adviser will require certain information from Client. Client agrees that it will make information that is in its control available to Adviser and will authorize where necessary third parties to provide information without cost to Adviser.

Client will also be informed whether an affiliate Company of Adviser will provide advice, service or a product related to the Agreement. Adviser hereby informs client that Ehlers Companies solely owns Adviser and two other subsidiaries, Bond Trust Service Corporation providing paying agent services as well as Ehlers, a registered municipal Adviser providing financial Advisory services to municipalities. It is not anticipated that either affiliate will be used for this Agreement. If either were needed, Client will be asked to determine whether or not they wish to retain either of these affiliates to provide service. If either were to be retained, they would be retained under a separate agreement. Adviser, Bond Trust Service Corporation or Ehlers do not share fees.

4. **Authority.** Adviser shall direct, with Client's oral or written approval, the investment and reinvestment of the assets in the Account in securities and cash or cash equivalents. Client understands that neither Adviser nor its representatives shall exercise any discretionary authority with respect to the Account or transactions. Client may at any time deposit additional funds and/or securities with Custodian so as to increase the Account of Client. Client may also withdraw funds and/or securities from the Account by giving notice to Adviser and/or Custodian.

5. **Definition of Account and Custody of Account Assets.** The Account shall consist of securities and cash or cash equivalents and other assets of the Client which are;
- Held in a separately designated management account by Custodian at the effective date of this Agreement, and any proceeds there from or additions thereto, and less any losses thereon or withdrawals there from.
 - Any other securities, cash, cash equivalents or other assets so designated by Client as belonging to the Account.

Adviser shall not act as custodian for the Account or any portion thereof. All transactions shall be consummated by payment to, or delivery by, Custodian or Client of all cash, securities and other assets due to or from the Account. Custodian or Client, and not Adviser, shall be responsible for investing any daily cash balances in the account. Adviser shall notify Custodian and Client in writing as to those persons authorized to act on behalf of Adviser and may issue such instructions to Custodian and Client as may be appropriate in connection with the settlement of the transactions initiated by Adviser pursuant to paragraphs 2 and 4 of this Agreement.

6. **Information and Responsibilities of Client.** Client agrees to notify Adviser promptly of any significant change in the information provided by Client and/or Client's Investment Policy or any other significant change in Client's financial circumstances or investment objectives that might affect the manner in which Client's account should be invested. Client also agrees to provide Adviser with such additional information as Adviser may request from time to time to assist it in advising Client. Client acknowledges that Adviser cannot adequately provide the services requested by Client unless Client provides such information completely and candidly, and that the value of Adviser's analyses and recommendations depends entirely upon the adequacy and accuracy of the information provided by the Client. Client agrees to permit the Adviser to consult with and obtain information about Client from Client's accountant, attorney and such Advisers (subject to paragraph 21 of this Agreement) and to rely upon such information without verification.
7. **Investment Objectives and Restrictions.** Client has specified, as outlined in their Investment Policy, the investment objectives and any specific investment restrictions and limitations which govern the Account. It shall be Client's responsibility to inform Adviser in writing of any changes or modifications in the investment objectives of the Account as set forth in the Investment Policy as well as any additional investment restrictions and limitations applicable thereto and to give Adviser prompt written notice if Client deems any investment made for the Account to be in violation of such objectives or restrictions and limitations. Adviser agrees to communicate its investment strategy for the Account and any changes thereto, in writing, to Client, and, if necessary, to meet with Client to review the Account's investment activity or to advise of changes in Adviser's investment strategy.
8. **Reports to Client.** Advisor shall provide to Client, and/or, as applicable, Client authorizes and directs Advisor to instruct Custodian on Client's behalf to provide to Client, trade confirmations, statements, reports, required regulatory notices and any item listed on attached Schedule A. By providing your e-mail address (Email Address: jean.mohr@portagewi.gov), you consent to receive all items listed on Schedule A electronically. If an Email Address is not provided you will receive items listed on Schedule A in paper form via U.S. Mail. Client also authorizes and directs Advisor to instruct Custodian on Client's behalf to provide Advisor all copies of all periodic statements and other reports for the Account that Custodian sends to Client. Advisor, however, does not assume responsibility for the accuracy of information furnished by Client or any other party.

9. **Adviser Fees.** The compensation of Advisor shall be calculated and paid in accordance with the Schedule of Fees attached hereto. For the purposes of determining Advisor's fees, the Account's assets shall be valued as computed by Custodian at fair market value, in accordance with normal and customary industry standards deemed suitable by Custodian for this purpose. Advisor shall receive no soft dollar benefit (research or any form of compensation from a broker/dealer for directing trades to that broker/dealer) for any transaction placed on behalf of Client. Advisor will provide to Client an accounting for fees owed no later than the 10th business day of each month for services billed for the previous month. Payments for services are due 30 days from invoice date. If Client has authorized Custodian to pay Advisor management fees from Client's custodial account this may be considered limited custody by Advisor for this sole purpose.
10. **Transaction Procedures.** Advisor shall arrange for the execution of securities transactions for the Account through Custodian. Transactions for the Account shall be effected independently of transactions for other clients of Advisor; provided that Advisor may (but is not obligated to) combine or "batch" transactions for Client and other clients in the same securities in order to obtain a better price or achieve other efficiencies. Client authorizes and directs Advisor to instruct all firms executing orders for Client to forward confirmations of those transactions to Custodian and Advisor. Advisor shall instruct the brokers and dealers that execute orders for the Account to send Client all transaction confirmations and that all transactions must be completed using delivery vs. payment (DVP). Advisor may give a copy of this Agreement to any broker, dealer or other party to a transaction for the Account, or Custodian as evidence of Adviser's authority to act for Client. Instructions of Adviser to Custodian shall be made in writing or, at the option of Adviser, shall be made orally and confirmed in writing as soon as practical thereafter; provided that all such instructions, written or oral, shall be issued only by persons designated from time to time by Adviser in a written instrument delivered to Custodian. Client shall provide, or instruct Custodian to provide, to Adviser such periodic reports concerning the status of the Account as Adviser may reasonably request. When placing order for the Account, subject to paragraph 12 of this Agreement, Adviser shall attempt to secure the best price and execution possible, commensurate with receiving research and other services (including quotation and information retrieval equipment) helpful to managing assets for clients.
11. **Termination: Assignment.** Subject to paragraph 30 of this Agreement, Client reserves the right to terminate this Agreement without cause at any time by giving Adviser written notice, by certified mail, at least thirty (30) calendar days prior to the date on which termination is to become effective. Adviser reserves the right to terminate this Agreement without cause at any time by giving Client written notice, by certified mail, at least one hundred twenty (120) calendar days prior to the date on which termination is to become effective. If there is just cause, Client may terminate the Agreement immediately upon written notice to Adviser, which notice shall contain a detailed description of such cause. Termination of this Agreement shall not affect (a) the validity of any action previously taken by Adviser under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of the Agreement (including any trades agreed to by Client, but not settled before the date on which termination is to become effective), or (c) Client's obligation to pay Adviser's fees to Adviser (pro-rated through the date of termination based on assets under management on the last statement prior to the notice of termination). This Agreement shall not be assignable by either party.

12. **Liability.** Except as may otherwise be provided by law, Adviser shall not be liable to Client for (a) any loss that Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by Adviser with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; b) any loss arising from Adviser's adherence to Client's written instructions or the Investment Policy; or (c) any act or failure to act by Custodian, any broker or dealer to which Adviser directs transactions for the Account, or by any other third party. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement shall waive or limit any rights that Client may have under those laws.
13. **Disclaimers and Limitations.** Client's investments are subject to risks associated with investing in securities, including various market, currency, economic, political and business risks. Adviser does not guarantee the performance of Client's investments or guarantee that Adviser's investment advice or strategies shall be successful or that Client's investment objectives shall be met. In the event that Client directs Adviser to use a particular broker dealer, Client agrees and understands Adviser may not be authorized under those circumstances to negotiate commissions and may not be able to obtain volume discounts or best execution. In addition, under these circumstances a disparity in commission charges may exist between the commissions charged to Clients who direct Adviser to use a particular broker or dealer.
14. **Notices.** Unless otherwise specified herein, all notices and instructions with respect to security transactions or any other matters contemplated by this Agreement shall be deemed duly given when received in writing by either party at the address set forth below its name on the signature page hereof or to such other addresses as such parties shall notify the other in writing and to Custodian at such address as it may specify to Adviser in writing, or at such other address or addresses as shall be specified. Adviser may rely upon any notice (written or faxed) that is signed by an authorized representative of Client.
15. **Representations by Client** Client represents and confirms that (a) this Agreement and the transactions contemplated hereby are authorized by the governing documents relating to the Account and that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise, (b) this Agreement has been duly authorized by appropriate action and when executed and delivered shall be binding upon Client in accordance with its terms, (b) Client shall deliver to Adviser such evidence of such authority as Adviser may reasonably require, whether by way of a certified resolution or otherwise; and (c) the individual signing this Agreement on behalf of Client has been authorized to do so by appropriate action. Client undertakes to inform Adviser, as applicable, of any event which might affect the authority or property of this Agreement.
16. **Representation by Adviser.** The personnel of Adviser who shall be responsible for carrying out this Agreement are individuals experienced in the performance of the various functions contemplated by the Agreement and have not, within the last two years, been convicted of any crime, or pleaded nolo contendere or agreed to any consent decree with respect to any matter involving breach of trust or fiduciary duty or securities law violations. Adviser represents and warrants that (a) this Agreement has been duly authorized by appropriate action and when executed and delivered shall be binding upon Adviser in accordance with its terms, (b) Adviser shall deliver to Client such evidence of such authority as Client may reasonably require, whether by way of a certified resolution or otherwise; and (c) the individual signing this Agreement on behalf of Adviser has been authorized to do so by appropriate action.

17. **Construction and Severability.** The provisions of this Agreement are severable. If any part of this Agreement is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completions.
18. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin and laws, rules and regulations of Client.
19. **Record Retention and Inspection.** Adviser is required to maintain all records and documents relating to this agreement including the purchase, sale or exchange of the assets in the Account for sixty (60) months after the termination of the Agreement. During the term of this Agreement and during the sixty (60) months thereafter, Adviser must promptly provide to Client any records that comply with the terms of an open records request forwarded by Client to Adviser. Client or its designated representative has the right to inspect the records of Adviser during normal business hours with prior written notice to Adviser.
20. **Entire Agreement; Prior Agreements.** This Agreement represents the entire agreement between the parties with regard to the investment Advisory matters described herein and, except as otherwise noted herein, may not be modified or amended except by mutual written consent. This Agreement supersedes all prior understandings and agreements between Client and Adviser relating to the subject matter of this Agreement.
21. **Confidential Relationship.** All information and advice furnished by either party to the other hereunder, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law.
22. **Errors and Omissions Insurance.** Adviser shall provide and maintain at its own expense during the term of this Agreement Errors and Omissions Insurance or Professional Liability Insurance covering the negligent acts, errors or omissions in the performance of professional services. Failure on the part of Adviser to produce or maintain the insurance shall constitute a material breach of contract upon which Client may immediately terminate this Agreement.
23. **Inconsistency with Law; Waiver.** If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision shall be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement shall continue to remain in full force or effect. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision of this Agreement. Failure of either party to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity. No waiver shall be enforceable unless set forth in writing and signed by the party granting the waiver.
24. **Changes and Amendments.** No provision of this Agreement may be changed, altered, amended, or waived except by written instrument executed by the parties.
25. **Changes to Adviser Key Personnel within Adviser.** Adviser shall as soon as reasonably possible notify Client, in writing, of any changes in key personnel within its organization.

26. **Proxy Voting and Other Legal Notices.** Adviser shall not be required to take any action or render any service with respect to the voting of proxies solicited by, or with respect to, the issuer or any securities held in the Account, nor shall it be obligated to render any advice or take any action on behalf of Client with respect to securities or other investments held in the Account, or the issuers thereof, which become the subject of any legal proceedings, including bankruptcy.
27. **Services to Other Clients.** It is understood that Adviser performs investment management services for other clients. Client agrees that Adviser may direct and take actions with respect to any activity of its other clients which may differ from the direction or the timing or nature of action taken with respect to the Account so long as it is Adviser's policy, to the extent practical, to allocate investment opportunities to the Account over a reasonable period of time on a fair and equitable basis relative to other clients. Adviser is not obligated to buy, sell or recommend for Client any security or other investment Adviser, its principals, affiliates or employees may buy, sell or recommend for its or their own account or for the account of any other client. This Agreement does not limit or restrict in any way Adviser, its principals, affiliates or employees, from buying, selling or trading in any security or other investments for its own accounts.
28. **Assurance of Compliance with Appropriate Laws and Regulations at the Federal and State Level.** Adviser hereby agrees and represents that it is in compliance with all federal and state laws as they relate to this Agreement.
29. **Assurance of Compliance with Ethics Rules.** Adviser hereby agrees and represents that it is in compliance with all ethics rules as they relate to this Agreement.
30. **Rescission Upon Execution of this Agreement.** Adviser acknowledges that, notwithstanding any other provision of this Agreement, Client shall have a unilateral right to rescind this Agreement without penalty by giving written notice of rescission to Adviser in accordance with this Agreement in such a manner that the notice shall have been received by Adviser within five (5) business days next following the execution of this Agreement. For purposes of this paragraph 30, the term "business day" shall mean Monday through Friday, excluding holidays. In the event Client rescinds this Agreement in accordance with this paragraph neither party shall have any obligation or liability to the other.
31. **Certification Adviser has Read and Understands the Government's Investment Policy.** If Client has provided Adviser with an Investment Policy, Adviser hereby certifies that it has read and understands Client's Investment Policy. If the Client does not have an investment policy the applicable state law will be used as the Client's Investment Policy.
32. **Arbitration.** Any controversy or dispute arising out of or related to this Agreement, including claim of rescission hereof, shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction.
33. **Disclosure.** Client has received and reviewed a copy of this complete Agreement.
34. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.
35. **Notice.** All notices given shall be in writing and deemed to have been given when delivered to the respective addresses within the signature block below.

Effective Date. The effective date of this Agreement is _____.

Agreed and Accepted this _____ day of _____, 20__

City of Portage, WI
Client

Signature

Printed Name

Title

115 West Pleasant Street
Portage, WI 53901
Client Address, City, State, Zip Code

Ehlers Investment Partners, LLC
375 Bishops Way, Suite 225
Brookfield, WI 53005

By: _____
Signature

Kenneth J. Herdeman
Printed Name

President
Title

Title VI Plan

City of Portage

Adopted on: May 22, 2014

Adopted by: Portage City Council

Revised on: _____

This policy is hereby adopted and signed by:

City of Portage

Executive Name/Title: W.F. Bill Tierney, Mayor

Executive Signature: _____

Policy Statement

The **City of Portage** as a recipient of Federal Transit Administration (FTA) grant dollars either directly from FTA or through the Wisconsin Department of Transportation (WisDOT) will comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the U.S. Department of Transportation implementing regulations.

Title VI Plan Elements

The **City of Portage's** Title VI plan includes the following elements:

1. Evidence of Policy Approval
2. Notice to the Public
3. Complaint Procedure
4. Complaint Form
5. List of transit related Title VI Investigations, Complaints and Lawsuits
6. Public Participation Plan
7. Language Assistance Plan
8. Minority Representation Table and Description

TITLE VI Notice to the Public

The **City of Portage's** Notice to the Public is as follows:

Notifying the Public of Rights Under Title VI

THE CITY OF PORTAGE

- ✓ The **City of Portage** operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the **City of Portage**.
- ✓ For more information on the **City of Portage's** civil rights program, and the procedures to file a complaint, Marie Moe 608-742-2176; email marie.moe@portagewi.gov ; or visit our administrative office at 115 West Pleasant Street, Portage, WI 53901. For more information, visit www.portagewi.gov
- ✓ A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE Washington, DC, 20590.
- ✓ If information is needed in another language, contact 608-742-2176.
Si se necesita informacion en otro idioma de contacto, 608-742-2176.

The **City of Portage's** Notice to the Public is posted in the following locations: *(check all that apply)*

- Agency website www.portagewi.gov
- Public areas of the agency office (common area, public meeting rooms)
- Inside vehicles
- Rider Guides/Schedules
- Transit shelters and stations
- Other, _____

Title VI Complaint Procedure

The **City of Portage's** Title VI Complaint Procedure is made available in the following locations:

- Agency website, either as a reference in the Notice to Public or in its entirety
- Hard copy in the central office
- Available in appropriate languages for LEP populations, meeting the Safe Harbor Threshold.
- Other, _____

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the **City of Portage** may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form.

The **City of Portage** investigates complaints received no more than 180 days after the alleged incident. The **City of Portage** will process complaints that are complete.

Once the complaint is received, the **City of Portage** will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

The **City of Portage** has 30 days to investigate the complaint. If more information is needed to resolve the case, the city may contact the complainant.

The complainant has 30 business days from the date of the letter to send requested information to the investigator assigned to the case.

If the investigator is not contacted by the complainant or does not receive the additional information within 30 business days, the city can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two (2) letters to the complainant: a closure letter or a letter of finding (LOF).

- ✓ A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed.
- ✓ A letter of finding (LOF) summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur.

If the complainant wishes to appeal the decision, she/he has 30 days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

If information is needed in another language, then contact 608-742-2176.

Title VI Complaint Form

The **City of Portage's** Title VI Complaint Procedure is made available in the following locations:

- Agency website, either as a reference in the Notice to Public or in its entirety
- Hard copy in the central office
- Available in appropriate languages for LEP populations, meeting the Safe Harbor Threshold.
- Other, _____

Section I:				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
Section II:				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party: _____				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
Section III:				
I believe the discrimination I experienced was based on (check all that apply):				
[] Race		[] Color		[] National Origin
Date of Alleged Discrimination (Month, Day, Year): _____				
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form. _____ _____				
Section IV				
Have you previously filed a Title VI complaint with this agency?			Yes	No

Section V	
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, check all that apply:	
<input type="checkbox"/> Federal Agency: _____	
<input type="checkbox"/> Federal Court _____	<input type="checkbox"/> State Agency _____
<input type="checkbox"/> State Court _____	<input type="checkbox"/> Local Agency _____
Please provide information about a contact person at the agency/court where the complaint was filed.	
Name:	
Title:	
Agency:	
Address:	
Telephone:	
Section VI	
Name of agency complaint is against:	
Contact person:	
Title:	
Telephone number:	

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

Signature Date

Please submit this form in person at the address below, or mail this form to:

City of Portage
 Marie Moe
 115 West Pleasant St
 Portage, WI 53901

List of Transit Related Title VI Investigations, Complaints and Lawsuits

Subrecipient:		
Contact Person:	Signature:	Date:

Check One:

_____ There have been no investigations, complaint and/or lawsuits filed against us during the report period.

_____ There have been investigations, complaints and/or lawsuits filed against us. *See list below. Attach additional information as needed.*

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.				
2.				
Lawsuits				
1.				
2.				
Complaints				
1.				
2.				

Public Participation Plan

Subrecipient:		
Contact Person:	Signature:	Date:

Strategies and Desired Outcomes

To promote inclusive public participation, the **City of Portage** will use its resources available to employ the following strategies, as appropriate:

- ✓ Provide for early, frequent and continuous engagement by the public.
- ✓ Expand traditional outreach methods. Think outside the box: go to hair salons, barbershops, street fairs, faith-based institutions, libraries, etc.
- ✓ Select accessible and varied meeting locations and times
- ✓ Employ different meeting sizes and formats
- ✓ Provide childcare and food during meetings, if possible.
- ✓ Use social media in addition to other resources as a way to gain public involvement
- ✓ Use radio, television or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP populations may also include audio programming available on podcasts.

Documented Public Outreach

The direct public outreach and involvement activities conducted by the **City of Portage** are summarized in the table below. Efforts include *meetings, surveys, focus groups, etc.*

Information pertinent to each event and/or activity will be provided to WisDOT upon request. Examples include copies of: meeting announcements, agendas, posters, attendee list, etc.

Event Date	City of Portage Staffer(s)	Event	Date Publicized and Communication Method (Public Notice, Posters, Social Media)	Outreach Method (Meeting, Focus Group, Survey, etc).	Notes (Meeting size and format, location, Number of Attendees, etc.)
To Be Scheduled					

Language Assistance Plan

Plan Components

As a recipient of federal US DOT funding, the **City of Portage** is required to take reasonable steps to ensure meaningful access to our programs and activities by limited-English proficient (LEP) persons.

Limited English Proficient (LEP): Refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak or understand English. This includes those who have reported to the U.S. Census that they speak English less than very well, not well, or not at all.

Most individuals in Wisconsin read, write, speak and understand English. There are some individuals for whom English is not their primary language. If these individuals have a limited ability to read, write, speak, or understand English, they are considered limited English proficient, or “LEP.”

The **City of Portage’s** Language Assistance Plan includes the following elements:

1. The results of the *Four Factor Analysis*, including a description of the LEP population(s), served.
2. A description of how language assistance services are provided by language
3. A description of how LEP persons are informed of the availability of language assistance service
4. A description of how the language assistance plan is monitored and updated
5. A description of how employees are trained to provide language assistance to LEP persons
6. Additional information deemed necessary

Methodology

To determine if an individual is entitled to language assistance and what specific services are appropriate, the **City of Portage** has conducted a *Four Factor Analysis*¹ of the following areas: 1) Demography, 2) Frequency, 3) Importance and 4) Resources and Costs.

LEP Four Factor Analysis

- **Factor 1: Demography:** What is the number or proportion of LEP persons served and the languages spoken in the service area?

Overview

The first factor of the *Four Factor Analysis* is the basis of the Language Assistance Plan. It requires the **City of Portage** to review its US Census data to determine if it meets the *LEP Safe Harbor Threshold*.

¹ DOT LEP guidance <https://www.civilrights.dot.gov/page/dots-lep-guidance>

US Census and American Community Survey (ACS) Data²

The **City of Portage** did the following:

1. Inserted a copy of the **City of Portage's** county LEP data in the Title VI plan. This data was found at the WisDOT website at:
<http://www.dot.wisconsin.gov/localgov/docs/title6-lep.pdf>
 2. Analyzed the LEP demographic data for the **City of Portage's** program and/or service area by calculating the *Safe Harbor Threshold* for two to three of the largest language groups identified other than English.
 - a. The *Safe Harbor Threshold* is calculated by dividing the population estimate for a language group that "Speaks English less than very well" by the total population of the county.
 - i. The *LEP Safe Harbor Threshold* provision stipulates that for each LEP group that meets the LEP language threshold (5% or 1,000 individuals, whichever is less) the **City of Portage** must provide translation of vital documents in written format for the non-English users.
 - ii. Examples of written translation of vital documents include the Title VI policy statement and/or Notice to the Public (Appendix 2), Title VI Complaint Procedure (Appendix 3), Title VI Complaint Form (Appendix 4), and ADA paratransit eligibility forms.
 3. Explained the results of the analysis of the county LEP data in the demographic section of the *Four Factor Analysis*.
- ✓ **Factor 2: Frequency:** How often does your staff (and/or contractor/lessee) come into contact with LEP persons?

Overview

LEP persons are persons identified as speaking English less than very well, not well or not at all. Just because a person speaks a language other than English doesn't mean they don't speak English or are identified as LEP. The summary below discusses the frequency with which **City of Portage** staff, and/or its contractor/lessee come into contact with LEP persons. It also provides information on the how staff is instructed to meet the needs of LEP persons.

² The ACS publishes data in many forms on the Census Bureau American Fact Finder website
<http://factfinder2.census.gov/faces/nav/jsf/pages/searchresults.xhtml>

- ✓ **Factor 3: Importance:** How does the program, service or activity affect people’s lives?

Overview

The summary below discusses how the **City of Portage’s** program and services impact the lives of person’s within the community. The City of Portage will specify the community organizations that serve LEP persons, if available.

- ✓ **Factor 4: Resources and Costs:** What funding and other resources are available for LEP outreach?

Overview

The summary below discusses the low cost methods used by the **City of Portage** to provide outreach to LEP persons as well as train staff (and/or its contractor/lessee) on Title VI and LEP principles.

Additional Required Elements

In addition to the *Four Factor Analysis (listed below as item #1)*, the City of Portage will address the following elements:

- Item #2:* A description of how language assistance services are provided by language
- Item #3:* A description of how LEP persons are informed of the availability of language assistance service
- Item #4:* A description of how the language assistance plan is monitored and updated
- Item #5:* A description of how employees are trained to provide language assistance to LEP persons

And, any additional information deemed necessary.

City of Portage – Summary of the Language Assistance Plan Components

Item #1 – Results of the Four Factor Analysis *(including a description of the LEP population(s) served)*

Example

Factor 1 – Demography

The **City of Portage** contracts with a transit provider to provide shared-ride taxi (SRT) service. The contractor/transit provider provides service for the **City of Portage**. Census 2010 reports a Portage county population of 70,019. The largest LEP population is Asian and Pacific Islander languages, which represents 1.2% (789) of the population. Asian and Pacific Islander speakers make up 2.3% (1,532) of the total population. Spanish or Spanish Creole, which represents 4.0% (3,522) of the population.

Spanish or Spanish Creole languages represent 0.9% (628) of the population. Spanish or Spanish Creole speakers make up 2.2% (1,487) of the total population.

The **City of Portage** is below the safe harbor threshold and is not required to provide written translation of vital document.

In the future, if the **City of Portage** meets the Safe Harbor Threshold for written translation of vital documents, it will also consider measures needed for oral interpretation.

Factor 2 – Frequency

The **City of Portage** (and its contractor/lessee, if relevant) will be trained on what to do when they encounter a person that speaks English less than well. The **City of Portage** and/or its contractor/lessee will track the number of encounters and consider making adjustments as needed to outreach efforts to ensure meaningful access to all persons and specifically to LEP and minority populations of the **City of Portage's** programs and services.

The **City of Portage's** contractor/transit provider provides rides to 115,000 persons per year. While formal data has not been collected, the contractor has indicated it has encountered (0) LEP persons using the service within the last six months. Our contractor/transit provider has an open door policy and will provide rides to any person who requests a ride. If an individual has speech limitations, the dispatcher or driver will work with the Transit Manager and the **City of Portage**, if needed to ensure the individual receives access to the transit service.

Factor 3 – Importance

The **City of Portage** and our contractor/transit provider understands an LEP person with language barrier challenges also faces difficulties obtaining health care, education or access to employment. A public transit system is a key link to connecting LEP persons to these essential services.

The **City of Portage** has identified activities and services which would have serious consequences to individuals if language barriers prevented access to information or the benefits of those programs. The activities and services include providing emergency evacuation instructions in our facilities, stations and vehicles and providing information to the public on security awareness or emergency preparedness.

The **City of Portage's** assessment of what programs, activities and services that are most critical included contact with community organization(s) that serve LEP persons, as well as contact with LEP persons themselves to obtain information on the importance of the modes or the types of services that are provided to the LEP populations.

Factor 4 – Resources and Costs

Even though the **City of Portage** does not have a separate budget for LEP outreach, the city has worked with our contractor/transit provider to implement low cost methods of reaching LEP person. For example, the **City of Portage** and our contractor/transit provider work with local advocacy groups to reach LEP populations.

Item # 2 – Description of how Language Assistance Services are Provided, by Language
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*The **City of Portage** works with our contractor/transit provider to ensure mechanisms are in place to reach LEP persons in the service area. For example, the contractor has a special brochure printed and is available in each vehicle to assist LEP populations in understanding the transportation service.*

Item # 3 - Description of how LEP Persons are Informed of the Availability of Language Assistance Service

*The **City of Portage** and its contractor/transit provider does the following to inform LEP persons of the availability of language assistance services: striving to employ multilingual staff, and creating and posting multi-language announcements, posters and other information.*

Item # 4 – Description of how the Language Assistance Plan is Monitored and Updated

*The **City of Portage** reviews its plan on an annual basis or more frequently as needed. In particular, the **City of Portage** will evaluate the information collected on encounters with LEP persons as well as public outreach efforts to determine if adjustments should be made to the delivering of programs and services to ensure meaningful access to minority and LEP persons.*

*In addition, if relevant, the **City of Portage** will meet with its contractor/transit provider on an annual basis to ensure the Title VI requirements are met. The last approval and site-visit of the contractor/transit provider was on 05/14/2014.*

Item # 5 - Description of how Employees are Trained to Provide Language Assistance to LEP Persons

***City of Portage** employees are educated on the principles of Title VI and the **City of Portage's** Language Assistance Plan. New employees will be provided guidance on the needs of clients served and how best to meet their needs. An important discussion point is that of language assistance. If a driver, dispatcher or employee needs further assistance related to LEP program participants, her/she will work with the **City of Portage's** Title VI Coordinator to identify strategies to meet the language needs of the participants of the program or service.*

*As part of our annual check in meeting, if relevant, the **City of Portage** will meet with its contractor/transit provider to discuss updates the **City of Portage's** Language Assistance Plan.*

Minority Representation Information

A. Minority Representation Table

The table below depicts the **City of Portage's** three committees and councils related to transit: the Access Committee, Citizens Advisory Council and the Bicycle Pedestrian Committee. The demographic data in the table below indicates the participation of minorities on committees and councils is reflective of the demographic makeup of the **City of Portage**.

Body	Caucasian	Hispanic	African American	Asian American	Native American
Population	90.9%	2.4%	5%	.8%	.9%
Access Committee					
Citizens Advisory Council					
Bicycle Pedestrian Committee					

B. Efforts to Encourage Minority Participation

The **City of Portage** understands diverse representation on committees, councils and boards results in sound policy reflective of its entire population. As such, the **City of Portage** encourages participation of all its citizens. As vacancies on boards, committees and councils become available, the **City of Portage** will make efforts to encourage and promote diversity. To encourage participation on its boards, committees and councils, the **City of Portage** will continue to reach out to community, ethnic and faith-based organizations to connect with all populations. In addition, the **City of Portage** will use create ways to make participating realistic and reasonable. Such as, scheduling meetings at times best suited to its members and providing transportation and child care, if needed for its members.

Minority Representation Data Collection Form

City of Portage - Council

Date:

Dear Member,

As the **City of Portage** is a recipient of federal funds, we are required under Title VI of the Civil Rights statute to ascertain the racial/ethnic make-up of any non-elected boards, commissions, councils, etc.

Data from this section is used for statistical and reporting purposes. The information may be subject to disclosure under federal or state law or rule.

Anti-Discrimination Notice

It is unlawful for the **City of Portage** to fail or refuse to provide services, access to services or activities, or otherwise discriminate against an individual because of an individual's race, color, religion, sex, national origin, disability or veteran status.

As a council under the jurisdiction of the **City of Portage**, we invite council members to voluntarily self-identify their race/ethnicity in order for us to comply with FTA Title VI regulations. This information will be used according to the provisions of applicable federal and state laws, executive orders and regulations, including those requiring the information to be summarized and reported to the federal government for civil rights enforcement purposes.

Race/Ethnicity

If you choose to self-identify, please mark the **one box** describing the race/ethnicity category with which you primarily identify:

___ *Asian or Pacific Islander*: All persons having origins in any of the peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

___ *Black and/or African American* (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.

___ *Hispanic*: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

___ *American Indian or Alaskan Native*: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

___ *Caucasian* (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this _____ day of _____, 2014

BETWEEN:

City of Portage
115 West Pleasant Street
Portage, WI 53901
("City")

AND

Portage Public Library
253 West Edgewater Street
Portage, WI 53901
("Library")

IN CONSIDERATION OF the City loaning certain monies (the "Loan") to the Library, and the Library repaying the Loan to the City, both parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

Loan Amount & Interest

1. The City promises to loan \$500,000 USD to the Library and the Library promises to repay this principal amount to the City, with interest payable on the unpaid principal.

Payment

2. This Loan will be repaid in consecutive semi-annual installments of \$54,576.75 principal and interest commencing October 1, 2014 and continuing until April 1st, 2019 as calculated in the amortization schedule attached as Exhibit C. The Loan shall be repaid by Library pursuant to a certain promissory note (the "Note"), a copy of which is attached as Exhibit A.
3. Additional amounts may be paid at any time under this Agreement; the Library may pay the outstanding balance then owing under this Agreement to the City without penalty.

4. It is acknowledged that the Debtor continues to solicit and receive pledges for donations and monetary gifts for the library addition. Accordingly, it is understood that such donations and gifts shall be utilized for the reduction of Debtor's obligation to repay Secured Party. Any other use of such donations and gifts shall be at the approval of both the Debtor and Secured Park.

Collateral

5. This Loan is secured by the following security (the "Security"): Security interest in Library's collateral pursuant to a certain Security Agreement, a copy of which is attached as Exhibit B.
6. The Library grants to the City a security interest in the Security until this Loan is paid in full. The City will be listed as a City on the title of the Security whether or not the City elects to perfect the security interest in the Security. The Library will do everything necessary to assist the City in perfecting its security interest.

Default

7. Failure to pay any principal or interest hereunder within thirty (30) days after the same becomes due, the Security will be immediately provided to the City and the City is granted all rights of repossession as a secured party.
8. Default by Library in the observance or performance of any other covenant or agreement contained in this Agreement, other than a default constituting a separate and distinct event of default under this Paragraph.

Remedies

9. Upon the occurrence of an event of default as defined above, City may declare the entire unpaid principal balance, together with accrued interest thereon, to be immediately due and payable without presentment, demand, protest, or other notice of any kind. To the extent permitted by law, Library waives any rights to presentment, demand, protest, or notice of any kind in connection with this Agreement. No failure or delay on the part of City in exercising any right, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided at law or in equity. Library agrees to pay all costs of collection incurred by reason of the default, including court costs and reasonable attorney's fees.

Governing Law

10. This Agreement will be construed in accordance with and governed by the laws of the State of Wisconsin.

General Provisions

11. All representations and warranties made in this Agreement and the Promissory Note and in any certificate delivered pursuant thereto shall survive the execution and delivery of this Agreement and the making of any loans hereunder. This Agreement will be binding upon and inure to the benefit of Library and City, their respective successors and assigns, except that Library may not assign or transfer its rights or delegate its duties hereunder without the prior written consent of City. This Agreement, the Promissory Note, and all documents and instruments associated herewith will be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin. This Agreement will be deemed to express, embody, and supersede any previous understanding, agreements, or commitments, whether written or oral, between the parties. This Agreement may not be amended or modified except in writing signed by the parties.

Executed on the day and year first written above.

This _____ day of _____, 2014

, President
Portage Public Library

This _____ day of _____, 2014

W.F. Bill Tierney, Mayor
City of Portage

Marie A. Moe, City Clerk
City of Portage

EXHIBIT A

PROMISSORY NOTE

\$500,000.00

Portage, Wisconsin
, 2014

FOR VALUE RECEIVED, the undersigned, Portage Public Library, (hereinafter referred to as “Maker”), promises to pay to the order of the City of Portage, its successors and/or assigns (hereinafter referred to as “Holder”), at such place as designated by Holder, the principal sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) or the aggregate unpaid principal amount of all Advances made by Holder to Maker pursuant to the terms of a Line of Credit Agreement (the “Loan Agreement”) dated _____, 2014, whichever is less, together with accrued interest thereon, at the rate of 3.25% per annum, payable as follows: commencing on October 1, 2014, semi-annual payments of \$54,476.75 principal and interest and continuing on until April 1st, 2019.

Any amount may be prepaid without premium or fee upon principal at any time. All payments received hereunder shall be applied, first, to accrued interest, and second, to principal.

Upon default in the payment of this Note, or under any other covenant of this Note or the Security Agreement securing this Note, which default continues for a period of thirty (30) days, the Holder may, at its option, without any notice whatsoever, notice hereby being waived, declare all the remainder of the debt immediately due and payable.

Any failure to exercise this option shall not constitute a waiver of the right to exercise it at any subsequent time.

Notwithstanding anything to the contrary herein, the unpaid balance shall automatically, without notice, mature and become immediately payable in the event any of the Makers become the subject of bankruptcy or other insolvency proceedings.

This Note is not assignable by Makers.

The undersigned Makers, and their successors and assigns, are jointly, severally and personally liable for the payment for all the sums owing from time to time on this Note and the mortgage securing payment of this Note.

Makers agree to pay all costs of collection, including reasonable attorney's fees, whether suit be brought or not, and waive presentment, protest, demand and notice of dishonor.

Holder and its successors and assigns may grant renewals or extensions, accept partial payments and release securing or any one liable on this Note without affecting the liability of Makers.

This Note is secured by a Security Agreement dated _____, 2014.

Dated this _____ day of _____, 2014.

PORTAGE PUBLIC LIBRARY

BY: _____, President

EXHIBIT B SECURITY

AGREEMENT

THIS AGREEMENT, made and entered into this day of _____, 2014, by and between Portage Public Library, (“Debtor”) and the City of Portage (“Secured Party”);

WITNESSETH:

WHEREAS, Debtor is the owner of a bank deposit account (the” Collateral”) described as “MONEY MARKET, US BANK, N.A. #000016260300” and that Collateral is free of any liens or encumbrances; and

WHEREAS, Secured Party and Debtor have agreed that Secured Party will be granted a security interest in the Collateral to secure Debtor’s outstanding obligation to Secured Party as evidenced by a promissory note (“Note”) from Debtor to Secured Party of even date herewith.

NOW, THEREFORE, for value received, Debtor agrees as follows:

1. Debtor hereby grants to Secured Party a security interest in the Collateral together with any accessions to, replacements for, and all proceeds of any such Collateral.

2. Debtor shall maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances, and security interests other than those created by this Agreement; defend it against all claims and legal proceedings by persons other than Secured Party; pay and discharge when due all taxes, license fees, levies, or other charges upon it; not sell, lease, or otherwise dispose of it or permit it to become a fixture or an accession to other goods.

3. Debtor shall keep the Collateral and Secured Party’s interest in it insured under policies with such provisions, for such amounts, and by such insurers, as shall be satisfactory to Secured Party, and shall from time to time furnish evidence of such insurance satisfactory to Secured Party.

4. Debtor shall pay all expenses and, upon request, take any action or execute any documents reasonably deemed advisable by Secured Party to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, or enforce Secured Party’s interests in the Collateral or Secured Party’s rights under this Agreement.

5. In the event of a default by Debtor in its obligation to repay the indebtedness under the Note, this Agreement, or any other agreement securing Debtor’s obligation to Secured Party, Secured Party shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law.

The obligations of any and all persons signing as Debtor under this Agreement are joint and several. This Agreement benefits the Secured Party, its successors, and assigns and binds

Debtor and its respective heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, Debtor has executed this Agreement as of the day, month, and year first above written.

DEBTOR: PORTAGE PUBLIC LIBRARY

BY: _____, President

AMORTIZATION SCHEDULE

Portage Public Library

Principal: \$500,000.00
Interest Rate: 3.250%
Term (Years): 5
No. of Payments: 10

	Date	Semi-Annual Payment	Principal	Interest	Balance
1	10/01/14	(\$54,576.75)	\$46,451.75	\$8,125.00	\$453,548.25
2	04/01/15	(\$54,576.75)	\$47,206.59	\$7,370.16	\$406,341.65
3	10/01/15	(\$54,576.75)	\$47,973.70	\$6,603.05	\$358,367.95
4	04/01/16	(\$54,576.75)	\$48,753.27	\$5,823.48	\$309,614.68
5	10/01/16	(\$54,576.75)	\$49,545.51	\$5,031.24	\$260,069.16
6	04/01/17	(\$54,576.75)	\$50,350.63	\$4,226.12	\$209,718.53
7	10/01/17	(\$54,576.75)	\$51,168.83	\$3,407.93	\$158,549.71
8	04/01/18	(\$54,576.75)	\$52,000.32	\$2,576.43	\$106,549.39
9	10/01/18	(\$54,576.75)	\$52,845.33	\$1,731.43	\$53,704.06
10	04/01/19	(\$54,576.75)	\$53,704.06	\$872.69	\$0.00

City of Portage

Surplus Assets



"Where the North Begins"

May 12, 2014

To: Finance/Administration Committee

From: Jean E. Mohr, Finance Director

Re: Surplus Assets

The following is a list of items that are to be sold, donated, or disposed of in an appropriate manner:

<u>Asset ID#</u>	<u>Dept</u>	<u>Description</u>	
na	WATER	INGERSOLL RAND T30 GAS POWERED AIR COMPRESSOR	
na	WATER #72	1992 CHEVROLET 3500 CUBE VAN; 36,972 MILES	1GTK932K2N3500803
100-10-00465	POLICE #3	1997 DODGE STRATUS; 94,067 MILES	1B3EJ46X7WN266997
100-10-02534	POLICE #6	2011 CHEVY IMPALA; 120,591 MILES	2G1WD5EM6B1224395
100-15-02171	FIRE	DELL COMPUTER CPU	7TQDLF1
100-15-01633	FIRE	LAPTOP THINK PAD	78-KAY40
100-15-00842	FIRE	LAPTOP - SQUAD 2	32983368
100-15-02210	FIRE	DELL COMPUTER	3SQ5ZC1 8267349025
100-10-02297	POLICE	HP PRINTER	MY865G21NH

CITY OF PORTAGE

1st Qtr 2014 Overview

GENERAL FUND REVENUES	2012 ACTUAL	PRE AUDIT 2013 ACTUAL	2013 BUDGET	2014 3 MONTH ACTUAL	2014 BUDGET	Budget Balance	% of Budget
TOTAL TAXES	\$ 3,940,174	\$ 4,099,287	\$ 4,092,026	\$ 3,707,536	\$ 4,062,356	\$ 354,820	91.27%
TOTAL INTERGOV'T REV	\$ 2,524,842	\$ 2,465,104	\$ 2,453,066	\$ 193,701	\$ 2,460,445	\$ 2,266,744	7.87%
TOTAL LICENSES & PERMITS	\$ 176,753	\$ 188,962	\$ 167,781	\$ 40,791	\$ 188,200	\$ 147,409	21.67%
TOTAL FINES & FORFEITURES	\$ 141,779	\$ 148,872	\$ 137,800	\$ 68,852	\$ 153,800	\$ 84,948	44.77%
TOTAL CHARGES FOR SERVICES	\$ 86,119	\$ 103,675	\$ 100,985	\$ 15,120	\$ 104,680	\$ 89,560	14.44%
TOTAL INTERGOV'T SERVICES	\$ 243,822	\$ 253,026	\$ 239,957	\$ 33,270	\$ 248,491	\$ 215,221	13.39%
TOTAL INTEREST INCOME	\$ 12,862	\$ 7,386	\$ 7,500	\$ 2,026	\$ 10,200	\$ 8,174	19.87%
TOTAL MISC REVENUE	\$ 115,699	\$ 151,963	\$ 67,301	\$ 26,335	\$ 71,252	\$ 44,917	36.96%
TOTAL OTHER FINANCING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	-100.00%
TOTAL GENERAL FUND REVENUES	\$ 7,242,050	\$ 7,418,275	\$ 7,266,416	\$ 4,087,631	\$ 7,349,424	\$ 3,261,793	55.62%

- (1) 100% of Property Taxes are recognized January 1st
- (2) Timing of when Shared Revenue & Expenditures are received
- (3) Timing of permit season
- (4) Municipal Court fines above budget
- (5) Timing of Park & Rec programs
- (6) Timing of charging intra-agency fees; rural fire dues; hazmat services
- (7) Interest rates
- (8) Timing of lease agreement receipt
- (9) Timing of utilizing fund balance

GENERAL FUND EXPENDITURES	2012 ACTUAL	PRE AUDIT 2013 ACTUAL	2013 BUDGET	2014 3 MONTH ACTUAL	2014 BUDGET	Budget Balance	% of Budget
ADMIN	\$ 863,325	\$ 823,877	\$ 889,838	\$ 285,245	\$ 896,788	\$ 611,543	31.81%
MUNI COURT	\$ 94,260	\$ 118,862	\$ 114,974	\$ 28,970	\$ 120,174	\$ 91,204	24.11%
POLICE	\$ 2,584,922	\$ 2,566,847	\$ 2,589,753	\$ 511,140	\$ 2,621,929	\$ 2,110,789	19.49%
FIRE	\$ 1,205,465	\$ 1,236,800	\$ 1,220,317	\$ 244,029	\$ 1,211,665	\$ 967,636	20.14%
MUNI SVC	\$ 1,929,678	\$ 2,021,580	\$ 1,823,126	\$ 424,752	\$ 1,854,693	\$ 1,429,941	22.90%
PARK & REC	\$ 614,005	\$ 618,335	\$ 610,809	\$ 110,782	\$ 626,068	\$ 515,286	17.69%
CABLE	\$ 13,773	\$ 18,669	\$ 17,600	\$ 2,010	\$ 18,106	\$ 16,095	11.10%
TOTAL GENERAL FUND EXPENDITURES	\$ 7,305,428	\$ 7,404,970	\$ 7,266,416	\$ 1,606,928	\$ 7,349,424	\$ 5,742,495	21.86%

- (10) Timing of paying appropriations to agencies
 - (11) Timing of Park & Rec programs
 - (12) Timing of purchases
- Overall method of recording wages - accruals are only done at year end