

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.)
Tuesday, June 16, 2015 6:00 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 June 11, 2015.
3. Selection of Vice Chair.
4. Discussion and recommendation of surplus item.
5. Discussion and possible recommendation on State/Municipal Agreement for a State-Let Highway Project.
6. Discussion and possible recommendation on Saint Mary's Cemetery Agreement.
7. Discussion and possible recommendation on MOU from County.
8. Convene to Closed Session pursuant to Wisconsin State Statutes 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.
9. Staff Report.
10. Adjournment

Rick Dodd, Chairperson

**City of Portage
Finance/Administration Committee Meeting
Thursday, June 11, 2015 6:40 p.m.
City Municipal Building, 115 West Pleasant Street
Conference Room One
Minutes**

Members Present: Mike Charles, Doug Klapper, Richard Lynn

Members Excused: Rick Dodd; Martin Havlovic

Also Present: Administrator Murphy, Finance Director Mohr; CATV Bill Welsh

1. Roll call

Finance Director Mohr called the meeting to order at 6:41 p.m.

2. Selection of Chair for meeting.

Motion by Lynn to select Charles to Chair this meeting, second by Klapper.
Motion carried 3-0 on call of roll.

3. Approval of minutes from May 11, 2015.

Motion by Klapper, second by Lynn to approve the minutes from May 11, 2015.
Motion carried 3-0 on call of roll.

4. Discussion and possible recommendation on claims.

Mohr indicated the claim from Ptaschinski was increased \$10,000.00 due to a clerical error on the invoice. Total claims are \$1,307,769.26.

Motion by Klapper, second by Lynn to approve the claims in the amount of \$1,307,769.26. Motion carried 3-0 on call of roll.

5. Adjournment.

Motion by Lynn, second by Klapper to adjourn the meeting at 6:44 pm. Motion carried unanimously on call of roll.

Submitted by Jean Mohr, Finance Director

Type	Department	Brand	Serial Number	ID Tag	Mileage	STATUS	
VEHICLE	TAXI	2010 DODGE VAN	vin # 2D4RN4DE4AR255086	H-10; 260-62-02555	261570	HOLD	
VEHICLE	TAXI	2010 DODGE VAN	vin# 2D4RN4DE8AR255088	H-11; 260-62-02556	263644	HOLD	
VEHICLE	TAXI	2010 FORD CROWN VICTORIA	vin # 2FABP7CV6AX126456	516; 260-62-2564	252573	HOLD	
VEHICLE	TAXI	2009 FORD E-450 (SHUTTLE BUS)	1FD4E45578DB60123	260-62-02468	177611	HOLD	BAD TRNS -TITLE
VEHICLE	TAXI	2010 DODGE CARAVAN	2D4RN4DE6AR255090	PLATE#441RZU; 260-62-02558	196875	SELL	
VEHICLE	TAXI	2010 FORD CROWN VICTORIA	2FABP7CV2AX126454	PLATE#567SBH; 260-62-02562	183350	SELL	
VEHICLE	TAXI	2010 FORD CROWN VICTORIA	2FABP7CV4AX126455	PLATE# 568SBH; 260-62-02563	222225	SELL	
VEHICLE	ADMIN	2008 CHEV IMPALA	2G1WS58R379291171	100-10-02202		SELL	
EQUIPMENT	ADMIN	HP COLOR LASER JET (2605dn)	CNHC77Y3DW	2289		RECYCLE	NON-FUNCTIONAL
EQUIPMENT	PD	DVD RECORDER	VN6GK021127R	2193		SELL	
EQUIPMENT	PD	DVD RECORDER	CN6EF013837R	2192		SELL	
EQUIPMENT	PD	NIKON F3 CAMERA	1437694	1676		SELL	
EQUIPMENT	PD	NIKON F3 CAMERA	1354315	1646		SELL	
EQUIPMENT	PD	HP PHOTOSPART C5280 ALL IN ONE P PRINTER/SCANNER/COPIER	MY865G21NH Q8320A-001	2297		SELL	
EQUIPMENT	PD	COMPUTER	75Q5ZC1	2528		RECYCLE	NON-FUNCTIONAL
VEHICLE	PNR	94 DEERE 4X2 25	W004X2X002312	9185		SELL	ENGINE BAD /PARTS ONLY



**[1st] REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

[This agreement supersedes the agreement signed by the Municipality on October 17, 2012 and signed by DOT on October 26, 2012.]

Revised Date: May 20, 2015

Date: June 1, 2015

I.D.: 6918-01-02/72

Road Name: C Portage, Wisconsin & DeWitt Sts

Limits: Ontario Street to E Pleasant Street

County: Columbia

Roadway Length: 1.07 miles

The signatory city, village, town or county, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Existing roadway is a connecting highway with cracked and rutted pavement. It has been milled and overlaid on past projects but needs a higher level improvement. Roadway width varies from 48 feet face to face of curb on Wisconsin Street, to variable widths of 44 to 46 feet face to face of curb on DeWitt Street. There is no parking on Wisconsin Street; parking varies from one side to both sides along DeWitt Street.

Proposed Improvement - Nature of work: Replace pavement, curb and gutter, and storm sewer. Evaluate intersection of Wisconsin and DeWitt Street for signals or roundabout, and lane designations. Add pedestrian and bicycle accommodations per Trans 75 (Complete Streets) requirements, where feasible.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: :

- 1) The municipality will be responsible for 100% of the sanitary sewer and water main utility work including adjustments of sanitary manhole covers and water valves.
- 2) The municipality will be responsible for 100% of the cost for a parking lane including the cost of excavation, base course, and concrete pavement.
- 3) Any overruns of capped CSS funds.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	\$ 1,213,000	\$ 909,750	75%	\$ 303,250	25%
Real Estate Acquisition: Acquisition	\$ 300,000	\$ 300,000	100%	\$ -	0%
Compensable Utilities	\$ 10,000	\$ 10,000	100%	\$ -	
Construction: Participating (1)	\$ 6,682,700	\$ 6,682,700	100%	\$ -	0%
CSS (2)	\$ 238,700	\$ 238,700	MAX	\$ -	BAL
Non-Participating					
Parking Lanes (3)	\$ 200,000	\$ -	0%	\$ 200,000	100%
San. Sewer & Water (4)	\$ 10,000	\$ -	0%	\$ 10,000	100%
Total Cost Distribution	\$ 8,654,400	\$ 8,141,150		\$ 513,250	

- (1) Construction, Participating includes 10% construction delivery.
- (2) Community Sensitive Solutions (CSS) is optional Federal /State funding available for the Municipality for use on State-approved aesthetic items, including decorative enhancements to a new street lighting system. The amount is capped at \$238,700. The Municipality is responsible for the balance of the enhancement costs exceeding this amount.
- (3) Parking lane costs are 100% funded by the Municipality and include the cost of excavation, base course, select crushed material and concrete pavement. The \$200,000 is currently a placeholder for anticipated parking lane costs.
- (4) The Municipality is responsible for all adjustments to sanitary sewer and water main necessitated by construction. The \$10,000 is currently a placeholder for sanitary sewer and water main adjustment costs.

This request is subject to the terms and conditions that follow (pages [3] – [5]) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Portage (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.

- (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for federal/state participation.
 8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS).
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (f) Regulate and prohibit, by ordinance, parking at all times on Wisconsin Street between Ontario and DeWitt Streets and on Dewitt Street between Wisconsin and E. Pleasant streets, except where shown in the final plans. *The exact locations of parking will refined during the public involvement process.*
 - (g) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (h) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (i) Maintain all Community Sensitive Solutions and/or enhancement funded items.
 - (j) Coordinate with the State on changes to highway access within the project limits.
 - (k) Assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

9. Basis for local participation:

- (a) The Municipality shall be responsible for 25% of the preliminary engineering (design) costs per WISDOT policy for connecting highways.
- (b) The Municipality will be responsible for 100% of the costs associated with the construction of parking lanes.
- (c) The Municipality shall be responsible for 100% of the cost for Sanitary Sewer and Water main Construction and adjustments.
- (d) The Municipality shall be responsible for 100% of the costs for aesthetic items that exceed the capped CSS funding level.

[END]

CORRESPONDENCE/MEMORANDUM
PROJECT AGREEMENT ACCEPTANCE

DATE: November 20, 2012

SUBJECT: Project Agreement

Project Number: 6918-01-02/72 – Initial
Road Name: Wisconsin St & DeWitt St
Project Limits: Ontario St to E Pleasant St
Signing Authority: City of Portage, Columbia County
Funding items: CSS

PROGRAM: 303—3R

NOTES: -

The attached agreement has been approved by regional designee.

Region: SW



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

Revised Date:

Date: September 5, 2012

I.D.: 6918-01-02/-72

Road Name: C Portage, Wisconsin & DeWitt Sts

Limits: Ontario Street to E Pleasant Street

County: Columbia

Roadway Length: 1.07 miles

The signatory city, village, town or county, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Existing roadway is a connecting highway with cracked and rutted pavement. It has been milled and overlaid on past projects but needs a higher level improvement. Roadway width varies from 48 feet face to face of curb on Wisconsin Street, to variable widths of 44 to 46 feet face to face of curb on DeWitt Street. There is no parking on Wisconsin Street; parking varies from one side to both sides along DeWitt Street.

Proposed Improvement - Nature of work: Replace pavement, curb and gutter, and storm sewer. Evaluate intersection of Wisconsin and DeWitt Street for signals or roundabout, and lane designations. Add pedestrian and bicycle accommodations per Trans 75 (Complete Streets) requirements, where feasible.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Construction of pavement utilized for parking. Overruns of capped CSS aesthetic funding (if the Municipality decides to use CSS funds).

The project is currently scheduled for 2018 construction.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	\$ 830,000	\$ 622,500	75%	\$ 207,500	25%
Real Estate Acquisition: Acquisition	\$ -	\$ -		\$ -	
Compensable Utilities	\$ -	\$ -		\$ -	
Construction: Participating	\$ 5,665,000	\$ 5,665,000	100%	\$ -	
New Sidewalk	\$ -	\$ -		\$ -	
New Lighting	\$ -	\$ -	50%	\$ -	50%
Landscaping	\$ -	\$ -		\$ -	
Non-Participating					
Parking	\$ 200,000	\$ -	0%	\$ 200,000	100%
Total Cost Distribution	\$ 6,695,000	\$ 6,287,500		\$ 407,500	

Construction estimates include 10% for delivery. Participating construction costs include allowance for CSS; CSS will be broken out in future agreements after project has been scoped. Non-participating cost for parking provided as placeholder only; cost share for parking will be refined in future agreements after project has been scoped and Municipality has identified areas where parking is desired.

This request is subject to the terms and conditions that follow (pages 3-5) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Portage (please sign in blue ink)		
Name <i>Kenneth H. Joh</i>	Title <i>Mayor</i>	Date <i>10-17-2012</i>
Signed for and in behalf of the State (please sign in blue ink)		
Name <i>Jeffrey R. Gust</i>	Title	Date <i>10/26/2012</i>

Jeffrey R. Gust, P.E.
Wisconsin Department of Transportation
Southwest Region Planning Chief

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.

- (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for federal/state participation.
8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS).
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (h) Maintain all Community Sensitive Solutions and/or enhancement funded items.
 - (i) Coordinate with the State on changes to highway access within the project limits.
 - (j) Assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

9. Basis for local participation:

This agreement is for the initiation of preliminary design only. The Municipality shall be responsible for 25% of the preliminary engineering (design) costs per WISDOT policy for connecting highways.

The construction estimate is preliminary for program scheduling only. If Items are identified during the design phase that require cost participation or are ineligible for Fed/State funding, this agreement will be amended to reflect those costs.

Agreement to Provide Lawn Mowing Services – St. Mary’s Cemetery, Portage, WI

Revised 6/11/2015

This Agreement is made on this _____ day of June, 2015, by and between the City of Portage, a Wisconsin municipal corporation located in Columbia County, with its offices at City Hall, 115 W. Pleasant Street, Portage, WI 53901 (the “City”) and St. Mary of the Immaculate Conception with its office at 307 W. Cook Street, Portage, WI 53901 (“Church”). Collectively these entities will be referred to as the “Parties”.

The City annexed territory per Ord. No. 03-007 which included property known as St. Mary’s Cemetery, 525 Collins Street, Parcel Nos. 11271-3300 & 11271-3301 (“Cemetery”) more formally described as follows;

Being a part of the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 31, Town 13 North, Range 9 East, Town of Fort Winnebago, Columbia County, Wisconsin, described as follows:

Commencing at the West Quarter corner of said Section 31;

thence North 89° 7'09" East along the east-west quarter line of said Section 31, 1,930.31 feet to a point in the east right-of-way line of Airport Road and the point of beginning;

thence North 00°25'11" East along the east right-of-way line of Airport Road, 560.63 feet to the southwest corner of Lot 2, Certified Survey Map, No. 2795;

thence North 89°56'21" East along the south line of Lot 2, Certified Survey Map, No. 2795 and the south line of Lot 1, Certified Survey Map, No. 790, 776.66 feet;

thence North 89°56'58" East along the south line of Lot 1, Certified Survey Map, No. 790 and the south line of Lot 1, Certified Survey Map, No. 1707 and the south line of Lot 1, Certified Survey Map, No. 2756, 589.75 feet; thence South 00°30'58" East along the west line of Lot 1, Certified Survey Map, No. 3289 and the extension thereof, 560.83 feet to a point in the east - west quarter line of said Section 31;

thence South 89°57'09" West along the east-west quarter line of said Section 31, 1,375.56 feet to the point of beginning.

Containing 768,767 square feet (17.65 acres) more or less.

The annexation of the Cemetery was due, in part to the need to widen and modify the road elevation in public right-of-way (ROW) for that portion of Collins Street between New Pinery Road and Airport Drive and establish improved surface water drainage for that area. This public improvement rendered routine mowing of the area along the north side of Collins Street abutting the Cemetery by the Church improbable without specialized equipment which the City possesses. It was recognized that the City subsidizes maintenance and improvements for 2 other cemeteries within corporate limits and pursuant to Chap. 157.115, Wis. Stats., a municipality shall be responsible for

cemetery maintenance should the current owner become unable to provide maintenance.

By execution of this Agreement, the Parties agree to the following:

I. RESPONSIBILITIES/OBLIGATIONS OF THE CITY.

- a. Upon execution of this Agreement, the City shall provide equipment and personnel to mow the area from the north edge of the ROW to the fenceline along the north side of Collins Street abutting the Cemetery from the intersection of Airport Road east to the property line abutting Parcel No. 11271-3088.01 as necessary to maintain a lawn height of no more than 8".
- b. Such lawn mowing services shall be provided by the City, without cost to the Church, for as long as the Church owns the Cemetery.
- c. The provision of this service by the City shall not constitute as evidence for a claim of adverse possession.

II. RESPONSIBILITIES OF THE CHURCH.

- a. Maintain ownership and maintenance of the Cemetery grounds, including all improvements such as roads, fences, water lines, etc.
- b. Church shall be responsible for keeping area mowed by City clear of litter, debris or materials, either deposited with Church's permission or not.
- c. Church shall be responsible for fertilizing, herbicide application, and all turf maintenance for the area mowed by the City, except for those services provided by the City as part of this Agreement.

Notices regarding this Agreement shall be sent as follows:

To the City:

City Clerk
City of Portage
115 W. Pleasant Street
Portage, WI 53901

To the Church:

St. Mary of the Immaculate Conception
309 W. Cook Street
Portage, WI 53901

This Agreement, once executed shall remain valid for the entire period that the Church owns and maintains the Cemetery. Either party may seek to terminate this Agreement at any time, but only upon written acceptance of the other party. This Agreement shall become null and void if the Church sells, leases or otherwise transfers ownership to another party or discontinues use of any portion of the Cemetery property as a cemetery. Should such ownership transfer or discontinuance of a portion of the Cemetery property occur; this Agreement shall only apply to the remaining portion(s) of the Cemetery owned by the Church and used as a cemetery.

For the City:

For the Church:

W.F. Bill Tierney, Mayor

Father Gary Krahenbuhl, Pastor

Marie A. Moe, City Clerk

COLUMBIA COUNTY HEALTH AND HUMAN SERVICES
COMMISSION ON AGING
2015 Memorandum of Understanding

() County Copy
() Provider Copy
MOU # 2015-007

MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE CITY OF PORTAGE, WISCONSIN ("City") AND THE ELDERLY NUTRITION PROGRAM OF COLUMBIA COUNTY ("Program") FOR JANUARY 1, 2015 THROUGH DECEMBER 31, 2015.

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

1. The City agrees to permit the use of its building and facilities at the basement level for the conduct of a Nutrition Program for the elderly. These facilities will be made available for the serving of an 11:30 meal Monday through Friday of each week from 9:00 a.m. to 1:00 p.m.
2. The City will provide the Program with working appliances, electricity, heat, hot water, pest control, snow/ice removal, adequate restroom facilities and use of the parking lot associated with the Meal Site for a reasonable time before, during, and after the times that meals are provided.
3. The Program agrees to clean the kitchen and adjoining facilities after each use, dispose of all garbage and place all trash from the Elderly Nutrition Program in securely tied plastic bags and remove them from the building site.
4. The City will ensure that the area used for Meal Sites will be clean, with no garbage sitting out during the Elderly Nutrition Meal times. If the space used by the Program is also used by other parties, the Program equipment should not be used including the steam table, coffee maker, silverware, etc,
5. The Program does not wish to cause any unreasonable or unnecessary loss or financial burden to the City, and therefore agrees to compensate the City for City owned equipment lost, broken, or damaged due to the negligence of agents of the Program, exclusive of maintenance or repairs resulting from ordinary use.
6. This MOU begins January 1, 2015 and ends December 31, 2015. Either party may terminate this MOU by providing forty-five (45) days advance written notice of the intent to terminate to the other party. Any change or alterations to said MOU must be in writing and approved by both Parties thereto.
7. The Program agrees to have a paid or volunteer Site Manager present during the serving of all meals.
8. The Program agrees to pay a consideration of \$200.00 per month, not to exceed \$2,400.00 annually.
9. Both Parties agree to secure and maintain policies of fire and extended coverage and liability insurance in amounts adequate to insure their interests in all properties located at the described location (please attach a copy of said policies).
10. This MOU states that any additional equipment installation or deviation from routine room use by the Program will be done only with explicit consent of City management.
11. If painting, remodeling, or repair work will be done by the City during the Program hours, the City agrees to provide the Program with at least 72 hour work day notice to allow for other arrangements to be made if necessary. Both Parties agree that no congregate meals will be served on site for the following days: the day of an election, the day before and election, the day after an election, the first and third Wednesday of the month, and the second Monday of the month. The kitchen will be available for the Program's use during these times for the packaging of meals for the home delivered meal program. If the meal site will be unavailable for a time period of more than 1 week, the City will give a 75 day notice to the Program.
12. To avoid conflict with city observance of holidays, the Program will observe and where necessary close the meal site on those days major holidays are observed by the City.
13. The Program will install and maintain for its sole use a phone to serve the Nutrition Program.

