

City of Portage
Finance/Administration Committee Meeting
(This meeting will constitute a meeting of the Community Development
Block Grant Committee.)
Monday, August 6, 2012, 6:00 p.m.
Municipal Building, Conference Room One
Agenda

Members: Rick Dodd, Chairperson; Kenneth A. Ebnetter, Carolyn Hamre, Marty Havlovic, Doug Klapper

1. Roll Call
2. Approval of minutes from July 1 and July 12, 2012
3. Discussion and possible action on two block grant applications
4. Discussion on bank reconciliations (2011) and 2011 audit status
5. Discussion and possible action on PEC lease with Employment & Training Association, Inc.
6. Discussion on 2013 budget and review meeting dates
7. Discussion and possible action on Microsoft Office purchase (10 copies)
8. Discussion and recommendation on investigation of insurance providers
9. Discussion and possible action on purchasing of office equipment
10. Discussion and possible action on internet provider contract with Frontier.
11. Discussion and possible action on E. Wisconsin street resurfacing funding
12. Discussion and possible action on Townsend St. resurfacing funding
13. Discussion and possible action on Change Order No. 2 for Contract No. 12-001 Wastewater Treatment Plant Upgrades
14. Discussion and possible action on transfer of funds for Market Square electrical work
15. Discussion and possible action on award of bid for sidewalk and street projects
 - A. Contract No. 12-007 Village Road Sidewalk Construction Improvements
 - B. Contract No. 12-008 Street Chip Sealing
 - C. Contract No. 12-009A Street Asphalt Resurfacing
16. Adjournment

Rick Dodd, Chairperson

City of Portage
Finance/Administration Committee Meeting
(This meeting will constitute a meeting of the Community Development Block
Grant Committee.)
Monday, July 2, 2012, 6:00 p.m.
Municipal Building, Conference Room One

Members Present: Rick Dodd, Chairperson; Carolyn Hamre and Doug Klapper

Members Excused: Kenneth A. Ebnetter and Marty Havlovic

Others Present: City Treasurer Lohr, Jerry Foelmi from General Engineering Company, Rick Roesser, Craig Kettleson, Bill Tierney and Craig Sauer from Portage Daily Register.

1. Roll Call

The meeting was called to order at 6:00 pm

2. Approval of minutes from June 4, 2012 meeting

Motion by Klapper, seconded by Hamre to approve the minutes from the June 4th, 2012 finance meeting. Motion passed on a 3-0 on a call of roll.

3. Discussion and possible action on the operation both over the short and long term of the incubator facility. (Presentation by Mr. Roesser and Mr. Kettleson)

Rick Roesser presented a revised version of the presentation that was given to the Business Incubator group. Generally, incubator focus on Entrepreneurial Development. Three categories for Economic Development including industrial recruitment, expansion and retention, entrepreneur development. Portages focus on entrance criteria with a wide-variety of industries can be supported. The program, service delivery focus little on the building.

They have 10 incubators in six different counties. Strategies for the company were in low paying or seasonal positions.

Utilize venture accelerator for new businesses focusing in technology firms. Portage has a metro versus rural challenge. Rural lacks the ability to charge a higher rates of lease.

The leasable space was increased in the Portage Incubator. Being purposed and market driven to determine the structure and set up of the facility. Program delivery is based on client need and the focus for working with the company will be specifically developed for the needs of the company. Affordable and flexible lease space to provide less of a tie up of the working capital.

Key factors to a successful incubator is the selection of a great client. Screening should include capabilities and couchability, financial capacity, business concept and potential viability. Realistic expectations include a realistic timeline.

Steps for success, take responsibility for your own success, location based on community support, purpose driven, market driven, value-added programs, secure adequate financing.

Chairman Dodd asked Rick Roesser about potential companies for the incubator. Rick noted that now that Cardinal Glass is out, there will be a focus to finding the right potential clients. Craig mentioned that there are prospects in the pipeline. One of the prospects are in the first stages for a proto-type and another will be given a lease tomorrow. Rick supported the idea that there is a need to work with new companies as well as those that are already ready to move into the incubator.

Rick's expectations will be to review the budget, work with Ady Voltedge, discuss the options with EDA.

Klapper asked if the City was basically to be the financial backing for the incubator project. Rick's mentioned that its goal is to allow it to be self-sustaining.

4. Discussion and possible action on two block grant applications

Laurie Lindell was unable to attend the meeting. No action taken on this item.

5. Discussion on bank reconciliations (2011), general surplus and 2011 audit status

A draft of the audit has been completed. For the future, once the bank recs are done, Chairman Dodd requested a monthly Treasurer's report that would be at least a month behind. The idea would be to utilize the fund balance surplus to fund items that had been in the capital projects. Treasurer noted that the excess fund surplus could be utilized to cover the cost of the operating items. Dodd mentioned that the draft financial statements are out and added to the call with the moody's rating call today.

No action taken on these items.

6. Discussion and possible action on 2012 borrowing

No additional action needed for this item. No action taken on this matter. Expectation is to have the requirements for the other sources that will need to be determined sooner rather than later.

No action taken on this.

7. Discussion on initial 2013 budget

All of the entities that would be requesting funding will need to go out to the other funding requestors by early next week. Dodd noted that the 3% amounts and the budgets have been sent to the departments.

No action taken on this agenda item.

8. Discussion and possible action on cross connection inspection agreement with General Engineering

Jerry Foelmi present to committee on the cross connection inspection agreement with General Engineering. Jerry noted that GE has been working with Kevin to get the City caught up and this would be to help keep up to required service.

Motion by Klapper, seconded by Hamre to approve the cross connection control inspection agreement with General Engineering. Passed 3-0 on a call of roll.

9. Discussion and possible action on Change Order No. 1 for Contract No. 12-003, 2012 Water Main and Sanitary Sewer Construction Project

This is the change order to complete the concrete crushing. Only a portion will be charged for the current year. Dodd noted that this holds two benefits for the City: 1) save some costs for the current year and 2) clean up of the pile for the city. This areas is expected to be cleaned up and not become another dumping pile. The water distribution budget was over and this will help offset some of that overage.

Motion by Klapper, seconded by Hamre to approve change order no. 1 on contract 12-003 for Allen Steel for \$46,750. Motion passed on a 3-0 call of roll.

10. Discussion and possible action claims approval dates

Chairman Dodd explained that the timing of the finance committee meeting is good for the committee. He recommended that there would be a short finance meeting before the first council meeting just before Council to only approve the claims. Committee members agreed that the claims approval will only be done just before the council meeting.

No action taken on this matter.

11. Discussion and possible action on naming additional depositories for the city

Motion by Klapper, seconded by Hamre to recommend to council the approval of BLC Community Bank as a depositor for the City of Portage. Motion passed on 3-0 call of roll.

12. Discussion and possible action agenda item dates

All finance agenda items should be into the office by the last Wednesday of the month at 5pm.

There may be an issue with Municipal Services items/contracts that might have an issue with meeting the deadline.

13. Adjournment

Motion by Klapper, seconded by Hamre to adjourn at 6:57pm. Motion passed 3-0 on a call of roll.

Ruth A. Lohr
City Treasurer

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 that committee will be taken up.)
Thursday, July 12, 2012, 6:15 p.m.
Municipal Building, Conference Room One

Members Present: Rick Dodd, Chairperson; Carolyn Hamre and Doug Klapper

Members Excused: Kenneth A. Ebnetter and Marty Havlovic

Others Present: City Treasurer Lohr, Clerk Moe and Craig Sauer from Portage Daily Register.

1. Roll Call

The meeting was called to order at 6:15 pm

2. Approval of minutes from June 2, 2012 meeting

Minutes were not included in the committee packet and no action was taken on this item.

3. Discussion and possible action on Contract No. 12-003, 2012 Watermain and Sanitary Sewer Construction

Chairman Dodd noted that there had been some confusion on the change order previously approved by the committee and that this was the full amount of the original contract.

Motion to by Klapper, seconded by Hamre to recommend approval of contract to Allen Steele \$343,406.75 for watermain and sanitary sewer construction.

4. Discussion and possible action on claims

Motion to by Klapper, seconded by Hamre to recommend approval of claims in the amount of \$1,123,491.74. Motion passed on 3-0 call of roll.

5. Discussion and possible action on grandstand renovation engineering agreement

The grandstands project came out of Municipal Services and the amount of engineering costs are expected to be \$17,942.

Motion by Klapper, seconded by Hamre to approve the engineering costs for General Engineering on the Grandstand Storm Shelter & Repairs project at Veteran's Field. Motion passed on 3-0 call of roll.

6. Adjournment

Motion by Klapper, seconded by Hamre to adjourn at 6:28pm. Motion passed 3-0 on a call of roll.

Ruth A. Lohr
City Treasurer

**COMMERCIAL LEASE
FOR**

| | |
|--|--|
| Tenant: Employment & Training Association, Inc. | Rental Space: 110 |
| Address: 1819 Aberg Avenue Madison, WI 53704 | Dates of Lease: 09/01/12to 06/30/13 |
| Contact: Bill Juelich, Fiscal Coordinator | Rent: \$307 per Month Utilities: \$30 per Month |

This Lease Agreement ("Lease"), made this **1st** day of **September, 2012** and in consideration of the mutual promises and covenants contained herein, **City of Portage**, 115 W. Pleasant St., Portage, WI 53901("Landlord") and **Employment & Training Association, Inc.** ("Tenant") agree as follows:

- 1. PREMISES** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord **Suite 110** of the Portage Enterprise Center located at 1800 Kutzke Rd., Portage, Wisconsin ("Premises"). Suite 110 consists of approximately **449 sq. ft. of Office/Common area**. The Premises is shown on the attachment hereto, marked Exhibit A and made a part hereof.
- 2. TERM** This Lease shall be for a term commencing **September 1, 2012** ("Commencement Date") and ending **June 30, 2013** ("Expiration Date"). Upon lapse of the initial term, tenant shall have the option to renew this Lease with a term of one (1) additional year. In order to exercise said option, Tenant shall give written notice of its intent to renew the term not less than ninety (90) days before the Expiration Date. The rental rate for the extended term shall be renewed at a cost-of-living increase of 3% annually.
- 3. BASE RENT** Tenant agrees to pay without further demand to Landlord at its offices in Portage, WI, or at such other place as Landlord may from time to time in writing designate, Base Rent in the sum of **Three Hundred and Seven dollars (\$307.00)** per month, on the first day of each month during the term hereof. All rent payments received shall first be applied to past due rents.
- 4. UTILITIES AND MAINTENANCE FEES** Tenant shall be responsible for payment of an additional utilities charge of **Thirty dollars (\$30.00)** per month for electricity, heat, water and sewer, lawn care, maintenance of grounds, snow removal, security, and common area supply and maintenance expenses incurred by the City in serving the Premises. Tenant shall be responsible for solid waste removal, telephone, Internet and janitorial services serving the Premises. Landlord shall not be liable in damages or otherwise if the furnishing by Landlord or by any other supplier of any utility or other service to the Premises shall be interrupted or impaired by fire, accident, riot, strike, act of God, the making of improvements or repairs required by this Lease, or by any causes beyond Landlord's control. Landlord shall use its best efforts to minimize disruption of Tenant's operations in making required improvements or repairs.
- 5. LATE CHARGES** Any monthly installment of rent or other sums due landlord not paid within ten (10) days of its due date shall be subject to a late charge equal to 1½% or 18% annually, of the past due amount which shall be charged and compounded monthly on all sums outstanding for past due rent, late charges and any other past due amounts owed Landlord under the Lease. Such fee shall accrue and become payable on the eleventh (11th) day of each and every month such past due amount remains outstanding.

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

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

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

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

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

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

11. MAINTENANCE AND REPAIRS

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

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

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

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

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

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

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

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

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

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

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

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

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

17. TENANT DEFAULT

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

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

B. In the Event of Such Default:

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

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

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

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

If to the Tenant:
Bill Juelich, Fiscal Coordinator
Employment & Training Association, Inc.
1819 Aberg Avenue
Madison, WI 53704
PH: 608-242-4560

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

20. CASUALTY

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

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

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

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

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

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

24. SEVERABILITY If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall be valid and enforced to the full extent permitted by law.

25. GOVERNING LAW This Lease shall be governed by, enforced and construed under the laws and regulations of the State of Wisconsin.

26. INTERPRETATION The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Lease nor in any way affect this Lease

27. SUCCESSORS AND ASSIGNS Each of the covenants, provisions, terms and agreements of this Lease shall inure to the benefit of and be binding upon the respective heirs, executors, and administrators, successors and assigns of Landlord and Tenant.

28. ENTIRE AGREEMENT This Lease constitutes the entire agreement between Landlord and Tenant and shall supersede all previous communications, understandings and representations, whether oral or written. Amendments hereto shall not be valid unless in writing and signed by both parties.

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

Dated: _____

Dated: _____

City of Portage
(Landlord)

Employment & Training Association, Inc.
(Tenant)

By: Kenneth H. Jahn
Title: Mayor

By: **John Danforth**
Title: **Executive Director**

MEMORANDUM

TO: Finance Committee

FROM: Ruth A. Lohr

DATE: August 1, 2012

SUBJECT: Microsoft Office – Council Laptops

CC: Ken Jahn, Mayor

After the recent purchase of the Council-use laptops, it was concluded that the computers would serve more function with the addition of Microsoft Office. As you are well aware, the laptops do not provide for editing and creating documents and serve only as means to view packets, reports, records, ordinances and statutes.

During the budgeting and planning stages of the move to paperless devices, the discussions on the use for the laptops did not include the purchasing of Office software. Because the software purchase was not part of the budget, no monies were allotted for the approximately \$2,000 cost for the software; however, multiple sources of unspent monies are available to cover the unbudgeted items.

Although these items were not budgeted, funding for the software can be found in discretionary spending accounts where circumstances have changed the need for the monies. In the City Administrator portion of the budget, approximately \$2,500 in unspent discretionary purchases alone would cover the cost.

Where the North Begins

MEMORANDUM

TO: Finance Committee

FROM: Ruth A. Lohr

DATE: August 1, 2012

SUBJECT: Municipal Court and Administration Office Furniture

CC: Ken Jahn, Mayor

As the discussion of the relocation for the Municipal Court moves forward, an issue regarding the storage and proper work space for the Clerk must be answered. Currently, the office space used by the Clerk of Courts is a half wall with a desk/work area attached to it located in front of the main counter. The court files are in boxes stored in the potential new location of the Municipal Court which was used as a conference room. In this condition, the Clerk of Courts access to files is limited and cumbersome plus there is a need for proper office furniture and equipment in order to properly relocate the Municipal court.

In addition to the workspace for the Clerk of Courts, now would also be a good time to address the replacement of all office chairs in the Administration office. As staff are sitting on chairs an extended period of time, the comfort, design and sturdiness of the chairs is crucial in maintaining the health of employees. Staff is finding a greater need to have more ergonomic seating as is indicated in the attached letter from Bindl Family Chiropractic. Addressing the issue is as simple as purchasing properly formed seating which can help prevent other health problems associated with office work including carpal tunnel syndrome and neck pain.

It is my recommendation that funding from expected savings in unused training costs be allotted to purchase a desk, 3 locked filing cabinets, a printer, a phone, headset and 7 chairs for the Municipal Court and Administration department.

An estimated cost for the purchase of all of the items listed above is approximately \$3,550.

Dana S. Bindl, D.C.



Gregory A. Bindl, D.C.

2121 New Pinery Road • Portage, WI 53901
Phone: 608.742.4300 • Fax: 608.742.4311 • bindlfamilychiropractic@frontier.com

April 30, 2012

Re: Becky Ness

To Whom It May Concern,

Hi, my name is Dr. Dana Bindl and I am treating an employee of yours, Becky Ness, for lower back pain. Since Becky has begun working longer hours, she has been experiencing lower back pain. The pain is a result of sitting for prolonged periods of time at work. Due to the increase in hours sitting, I highly recommend that Becky use an office chair that is ergonomically correct for her body. This will allow Becky to work longer hours at work without suffering in pain, thus allowing her to be a happier, more efficient employee. If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Dana S. Bindl DC". The signature is written in a cursive, flowing style.

Dana S. Bindl, DC

General Engineering Company
P.O. Box 340
916 Silver Lake Drive
Portage, WI 53901



608-742-2169 (Office)
608-742-2592 (Fax)
gec@generalengineering.net
www.generalengineering.net

Engineers • Consultants • Inspectors

July 28, 2012

Sabel Mechanical, LLC
N7295 Winnebago Drive
Fond du Lac, WI 54935

Re: Change Order #2
City of Portage - Contract 12-001 WWTP Upgrades
Columbia County, Wisconsin
GEC No. 0110-1E

Dear Doug,

Enclosed are three (3) copies of Change Order #2 involving the resolution of the allowance bid items #6 and #18 for the above-referenced project. Please review the information and note the adjustment in costs to match the contract's general conditions.

Please execute Change Order No. 2 by signing and dating it. Return all three copies to me for processing with the City. You will then receive a fully executed copy.

Please also give me an email update on the status of the various project items' progress.

If you have any questions regarding this information, please call.

Yours truly,

GENERAL ENGINEERING COMPANY

A handwritten signature in black ink, appearing to read 'JAF', is written over the company name. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jerry A. Foellmi, P.E.
Project Engineer

JAF/jaf

Enclosures

cc: Marie Moe, Clerk
Bob Redelings, PE, DPW



Date of Issuance: July 27, 2012

Effective Date: July 27, 2012

| | | |
|--|------------------------|----------------------------------|
| Project: 2012 WWTP Upgrades | Owner: City of Portage | Owner's Contract No.: 12-001 |
| Contract: 2012 Wastewater Treatment Plant Upgrades | | Date of Contract: March 22, 2012 |
| Contractor: Sabel Mechanical, LLC | | Engineer's Project No.: 0110-1E |

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Eliminate \$10,000 allowance for bid item #6 – System Integrator.

Eliminate \$10,000 allowance for bid item #18 – Replace Main Plant Generator Controls.

Bid item #6A – System Integrator set price from LW Allen of \$5,840.00, plus 5 percent for electrical subcontractor (Total Electric Service, Inc.), plus 5 percent (on cumulative) for general contractor (Sabel Mechanical, LLC.) for a total sum of **\$6438.60**.

Bid item #18A – Replace Main Plant Generator Controls set price from Cummins NPower, LLC. of \$8,650.00, plus 5 percent for electrical subcontractor (Total Electric Service, Inc.), plus 5 percent (on cumulative) for general contractor (Sabel Mechanical, LLC.) for a total sum of **\$9536.63**.

Attachments (list documents supporting change):

Email correspondence between electrical subcontractor and general contractor regarding bid item #6 costs.

Price quote from Cummins NPower, LLC. regarding bid item #18.

Email correspondence between electrical subcontractor and general contractor regarding bid item #18 costs.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
\$342,510.68

Original Contract Times: Working days Calendar days
Substantial completion (days or date): October 15, 2012
Ready for final payment (days or date): October 31, 2012

Decrease from previously approved Change Orders No. 1 to No. 1:
\$47,500

Decrease from previously approved Change Orders No. 1 to No. 1:
Substantial completion (days): October 15, 2012
Ready for final payment (days): October 31, 2012

Contract Price prior to this Change Order:
\$295,010.68

Contract Times prior to this Change Order:
Substantial completion (days or date): October 15, 2012
Ready for final payment (days or date): October 31, 2012

Decrease of this Change Order:
\$4,024.77

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:
\$290,985.91

Contract Times with all approved Change Orders:
Substantial completion (days or date): October 15, 2012
Ready for final payment (days or date): October 31, 2012

RECOMMENDED
By: [Signature]
Engineer (Authorized Signature)
Date: 7/27/12
Approved by Funding Agency (if applicable): _____

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: _____

PORTAGE WWTP UPGRADES

DATE 7/17/2012

CHANGE ORDER



N7295 Winnebago Drive Fond du Lac WI 54935
920-904-5579
sabelmechanicalllc@hotmail.com

Dollar value for Bid # 6 – Programming for System Upgrade from LW Allen is \$ 5,840.00

Total Elic cost to me is 5% plus \$ 6,132.00

Sabel Mech. Cost 5% plus, ~~3.75% for Bond~~, Total cost ----- \$ 8853.075 6,438.60 JAF

Dollar value for Bid # 18 – Replace existing generator control panel from Cummins \$ 8,650.00

Total Elic. Cost to me is 5% plus \$ 9,082.50

Sabel Mech. Cost 5% plus, ~~Bond~~, total cost ----- \$ 9,999.00 9,536.63 JAF

Thank you Doug

Jerry Foellmi

From: Doug Sabel <sabelmechanicallc@hotmail.com>
Sent: Wednesday, May 23, 2012 5:27 PM
To: Jerry Foellmi
Subject: FW: Portage Questions

Jerry is the cost plus my % of markup for the programming

Thanks Doug

From: dgotto@totalelectricinc.com
To: sabelmechanicallc@hotmail.com
CC: jfoellmi@generalengineering.net
Subject: FW: Portage Questions
Date: Wed, 23 May 2012 16:16:49 -0500

Doug,

Please see the following as clarification from the preconstruction meeting:

1. The dollar value for Bid Item #6 – Programming for System Upgrades from LW Allen is \$5,840 (\$10,000 Allowance).
 - a. My cost to you would be \$6,132.00 (\$5,840 x 5%)
 - b. Your cost to GEC would be \$6,438.60 (\$6,132 x 5%) – subject to your review of course
2. The plant operator indicated that they are budgeting with LW Allen for a SCADA upgrade next year.
 - a. Is there any programming work required in item #1 above that would just have to be redone next year? If so, would it make sense to do some of that work under this contract/allowance now with the balance to be completed under next year's budget?
 - i. Any programming done in the current project will not have to be redone on the next project. They won't be paying for anything twice.
3. Submittal and equipment lead times for LW Allen
 - a. The lead time is approximately 4-6 weeks after approved submittals.

Thanks,

Dan Gotto

From: Mark Kane [mailto:mkane@lwallen.com]
Sent: Wednesday, May 23, 2012 3:23 PM
To: dgotto@totalelectricinc.com; Kurt Atwood
Cc: Mike Bewick
Subject: RE: Portage Questions

Dan,

1. Modifications to the SCADA System for the variable speed pumps and controls per the plans and specs is \$5,840.

Thanks,

Mark

Our energy working for you.™



Quotation

Cummins NPower, LLC
800 W. Ryan Road
Oak Creek WI 53154 United States
Direct: 414-570-7151

June 18, 2012

Attention: Dan
Project Name: Portage Control Change

Quotation: 372000000329999

Thank you for your inquiry. We are pleased to quote as follows:

| | | USD |
|------|---|-------------------|
| Item | Description | Qty |
| | Existing Generator Modifications | |
| | Remove existing control | 1 |
| | Install new digital control | 1 |
| | Set up & Testing | 1 |
| | Grand Total | \$8,650.00 |

Submitted by

Steve Olson , Sales Manager
steve.e.olson@cummins.com
Mobile: 414-588-9368
Fax: 414-768-9441

Jerry Foellmi

From: Dan Gotto <dgotto@totalelectricinc.com>
Sent: Monday, June 18, 2012 10:12 AM
To: sabelmechanicalllc@hotmail.com
Cc: Jerry Foellmi
Subject: FW: Portage WW, Bids 3/15
Attachments: ATT00001..jpg; Portage Control Change.doc

Doug,

Attached is the quote for the generator controls from Cummins.

1. The dollar value for Bid Item #18 – Replace existing generator control panel is \$8,650 (\$10,000 Allowance).
 - a. My cost to you would be \$9,082.50 (\$8,650 x 5%)

I will need a change order for this amount as well as one for carrying the Bid Item #6 – LW Allen programming as sent previously.

Thanks,

Dan Gotto

From: steve.e.olson@cummins.com [mailto:steve.e.olson@cummins.com]
Sent: Monday, June 18, 2012 9:54 AM
To: dgotto@totalelectricinc.com
Cc: 'Steve Buechler'
Subject: RE: Portage WW, Bids 3/15

Hi Dan,

Attached is the quote for the control change.

Thanks,
Steve Olson
Sales Manager
Cummins NPower, LLC
414-570-7151

From: Dan Gotto <dgotto@totalelectricinc.com>
To: steve.e.olson@cummins.com
Cc: 'Steve Buechler' <steven.d.buechler@cummins.com>
Date: 06/15/2012 07:06 AM
Subject: RE: Portage WW, Bids 3/15

From: [Marie Moe](#)
To: [Rebecca Ness](#)
Subject: FW: Electric Service at Market Square (for this weekend)
Date: Friday, August 03, 2012 1:51:58 PM

Marie A. Moe, WCPC, MMC, City Clerk
City of Portage, Columbia County
Population : 10,284
Telephone: 608-742-2176 ext. 333
Fax: 608-742-8623
Email: marie.moe@ci.portage.wi.us

-----Original Message-----

From: Bob Redelings
Sent: Friday, August 03, 2012 9:06 AM
To: Marie Moe
Cc: Rick Dodd
Subject: FW: Electric Service at Market Square (for this weekend)

Marie,

Upon examination of the budget, There is not \$10,000 specifically budgeted for levee work. However, there was discussion to hire 2 seasonal employees and only one was hired to perform levee work. The budget for seasonal employees is \$10,000. The requested re-allocation (or transfer) is from the seasonal employee account to the public infrastructure account. Thanks.

Bob

-----Original Message-----

From: Bob Redelings
Sent: Thursday, June 14, 2012 2:03 PM
To: Ruth Lohr
Subject: FW: Electric Service at Market Square (for this weekend)

Ruth,

As we discussed, one of the part-time persons was budgeted to perform the levee work.

Bob

-----Original Message-----

From: Bob Redelings
Sent: Wednesday, May 30, 2012 12:49 PM
To: Rick Dodd; Jeff Garetson
Cc: 'Kenneth'; 'Scott Maass'
Subject: RE: Electric Service at Market Square (for this weekend)

Rick,

To date we'd be short approximately \$8,000; \$3,000 for street lights and \$5,000 for the Market Square electrical work. There is \$10,000 in the levee maintenance budget. The spraying of vegetation came in at just over \$1,000. Any additional levee maintenance beyond pipe televising could be postponed until 2013. So, we could tap that account.

Both Tyler Hoel and Electric One said they could get to the work this week. Electric One will be providing a cost before the end of the day.

Bob

-----Original Message-----

From: Rick Dodd

Sent: Wednesday, May 30, 2012 12:33 PM

To: Bob Redelings; Jeff Garetson

Cc: Kenneth; 'Scott Maass'

Subject: RE: Electric Service at Market Square (for this weekend)

Bob,

Let me say that these 11th hour requests are not uncommon for this individual.

If you can find the money within the 2012 MS&U budget funds, I do not have an issue in doing the work. I am pleased to see you are getting another quote for the work.

I am reluctant to take it out of surplus, because we do not know what amount of surplus we have. I know it is more than the \$5234.27, but I am still getting up to speed on this finance stuff.

Unless there is a bad breaker, it sounds like the portable units were performing as designed (blowing breakers when overloaded). It is unlikely that we have/had multiple bad breakers. Breakers are very reliable and trip when they are overloaded.

Thanks,
Rick

-----Original Message-----

From: Bob Redelings

Sent: Wed 5/30/2012 11:31 AM

To: Dodd, Rick L (GE Healthcare); Rick Dodd; Jeff Garetson

Cc: Kenneth; 'Scott Maass'

Subject: Electric Service at Market Square (for this weekend)

Rick, Jeff,

An eleventh hour news break and request for assistance.

Last year, prior to paving Market Square parking lot, we arranged to have conduit placed underground to service 2 new receptacles – one each on the east and west sides of the lower half of the parking lot. An oversight was not placing any funds in the 2012 budget for the wiring, devices and equipment to energize the receptacles. On top of that, I learned 5 minutes ago that last year's event proved the portable units to be problematic – kept blowing breakers and at this point, I don't know why.

Tyler Hoel installed the conduit last year and has provided a quote to perform the work and energize the new receptacles for \$5,234.27. The work includes installation of 2 new 100 amp panels with weather proof boxes and 2 – 120 volt GFIs with 50 amp plugs. Scott is checking with him as to availability to perform the work prior to Saturday. In the meantime, I'll be requesting cost and schedule information from Electric One.

If either company can perform this work, I'd like to have permission to authorize the work, so this weekend's festivities can proceed without issues. Authorization would be given to the company giving the lowest price. Thanks.

Bob

Robert G. Redelings, PE, DPW

City of Portage, WI 53901

bob.redelings@ci.portage.wi.us

(w) 608.742.2176, ext. 325

(f) 608.742.8623

From: [Marie Moe](#)
To: [Rebecca Ness](#)
Subject: FW: Street Maintenance and Village Rd. sidewalk bids
Date: Friday, August 03, 2012 1:50:27 PM

From: Bob Redelings
Sent: Friday, August 03, 2012 10:31 AM
To: Carolyn Hamre; Doug Klapper; Ken Ebnetter; Marty Havlovic; Rick Dodd
Cc: Ken Jahn; Jeff Garetson; Marie Moe; Ruth Lohr
Subject: Street Maintenance and Village Rd. sidewalk bids

Bids were received yesterday for the subject projects.

Four bids were received for the Village Rd. sidewalk project. Van's Construction from Portage was the low bidder at \$25,141.00. The complete bid tab can be accessed on the City website by accessing the link to Quest – the organization that provides electronic bid documents to potential contractors. \$120,000 was included in the 2012 budget for this project. I recommend award of Contract 12-007 to Van's Construction for the Village Road sidewalk project.

A single bid in the amount of \$69,111.30 was received from Scott Construction to Chip Seal Wauona Trail. There is \$60,000 budgeted in 2012 for this project. The City has already spent \$4,100 for asphalt wedging in preparation of the project and will incur an additional expenditure for Meigs to "fog" the street. Scott has performed the chip sealing for the City the past 3 years. I recommend award of Contract 12-008 to Scott Construction. If it's desired to keep within the \$60,000 budget a reduction in project size will be required.

Two bids were received for the non-LRIP paving projects. Gasser Construction's bid is for \$83,883.40 and Northeast Asphalt's bid is for \$85,647.00. There is \$90,000 budgeted for this work. I recommend award of Contract 12-009A to Gasser Construction for paving 2 municipal parking lots, Parkview Ct. and the New Pinery Frontage Road. Earlier this week Columbia County Highway Dept. indicated they can't pave Townsend St. – the 2012 County Highway Aids project. If allowable, I recommend a change order to Contract 12-009A, not to exceed \$20,000 to pave Townsend St.

Thanks.

Bob

Robert G. Redelings, PE, DPW
City of Portage, WI 53901
bob.redelings@ci.portage.wi.us
(w) 608.742.2176, ext. 325
(f) 608.742.8623

From: [Marie Moe](#)
To: [Rebecca Ness](#)
Subject: FW: Contract 12-007
Date: Friday, August 03, 2012 1:51:02 PM

From: Bob Redelings
Sent: Friday, August 03, 2012 12:42 PM
To: Marie Moe; Ruth Lohr
Subject: FW: Contract 12-007

[Rick requested this additional detail.](#)

From: Bob Redelings
Sent: Friday, August 03, 2012 12:14 PM
To: Carolyn Hamre; Doug Klapper; Ken Ebnetter; Marty Havlovic; Rick Dodd
Subject: Contract 12-007

The bids for the Village Road sidewalk project include concrete sidewalk and driveway approaches/aprons along the west side of the street from Henry Drive to Northridge Drive. The project also includes a small retaining wall to protect some landscaping near the north end of the project and a drainage structure near the south end of the project. Because the south most property owner didn't want a retaining wall, easements were obtained so the City could perform grading of their street yard. The bids are as follows:

- Van's Construction – Portage, WI \$25,141.00
- Holtan Construction – Portage, WI \$30,727.00
- Rennhack Construction – Reesville, WI \$44,031.85
- Pember Companies – Menomonie, WI \$45,085.00

Bob

Robert G. Redelings, PE, DPW
City of Portage, WI 53901
bob.redelings@ci.portage.wi.us
(w) 608.742.2176, ext. 325
(f) 608.742.8623

From: [Marie Moe](#)
To: [Rebecca Ness](#)
Subject: FW: Paving contract
Date: Friday, August 03, 2012 1:51:23 PM

From: Bob Redelings
Sent: Friday, August 03, 2012 12:44 PM
To: Marie Moe; Ruth Lohr
Cc: Ken Jahn
Subject: FW: Paving contract

FYI

From: Bob Redelings
Sent: Friday, August 03, 2012 11:39 AM
To: 'Jesse Spankowski'
Cc: 'Ken Jahn'; Carolyn Hamre; Doug Klapper; Ken Ebnetter; Marty Havlovic; Rick Dodd; 'Carolyn Hamre'; 'Doug Klapper'; 'Frank Miller'; 'Jeff Garetson'; 'Mike Oszman'
Subject: RE: Paving contract

Thank you.

I am copying the Finance and M.S. committees to inform them that we won't be including Townsend St. with Contract 12-009A. I'll include it with Contract 12-009B – the LRIP project; Hamilton and Cass Streets.

Bob

From: Jesse Spankowski [mailto:jspankowski@portagelawyers.com]
Sent: Friday, August 03, 2012 9:56 AM
To: Bob Redelings
Subject: RE: Paving contract

Bob,

Here is the relevant statutory language. I would say the Townsend street situation falls under (1c) and that an increased quantity such as additional paving cannot exceed 15% of original contract price. So I think you will need to include it in a different project.

Escalator clauses. Contracts may include escalator clauses providing for additional charges for labor and materials if as a result of general inflation the rates and prices of the same to the contractor increase during performance of the contract. Such escalator provision shall be applicable to all bidders and shall not exceed 15 percent of the amount of the firm bid nor the amount of the increase paid by the contractor. Each bid on a contract that is to include an escalator provision shall be accompanied by a schedule enumerating the estimated rates and prices of items of labor and materials used in arriving at the bid. Only as to such items as are enumerated shall an increased charge be allowed the contractor. 62.15(1a)

Increased quantity clauses. Contracts may include clauses providing for increasing the quantity of

construction required in the original contract by an amount not to exceed 15 percent of the original contract price. 62.15(1c)

Please let me know if you have any questions.

Thanks,

Jesse

Attorney Jesse Spankowski
Miller and Miller, LLC
311 DeWitt Street
PO Box 200
Portage, WI 53901
608-742-8585
fax-742-2501

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From: Bob Redelings [mailto:bob.redelings@ci.portage.wi.us]
Sent: Friday, August 03, 2012 7:56 AM
To: Jesse Spankowski
Subject: Paving contract

Jesse,

Is it your understanding that change orders are strictly limited to 15% of the original construction contract? Last evening, your input was suggested on the paving contract. The low bid was \$83,883.40 and the Committee recommended a change order to include Townsend St. if acceptable. However, my estimate is that Townsend St. paving would be about \$18,000. If it is not allowed, I was directed to include it in another project.

Bob

Robert G. Redelings, PE, DPW
City of Portage, WI 53901
bob.redelings@ci.portage.wi.us
(w) 608.742.2176, ext. 325
(f) 608.742.8623