

**City of Portage Common Council Meeting  
Council Chambers of City Municipal Building  
115 West Pleasant Street, Portage, WI  
Regular Meeting – 7:00 p.m.  
May 28, 2015  
Agenda**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Minutes of Previous Meeting
6. Consideration of request for waiver of noise ordinance for the American Cancer Society Relay for Life event, June 26 and 27, 2015
7. Consent Agenda
  - A. Reports of Sub-Committees, Boards, and Commissions
    1. Historic Preservation, May 6, 2015
    2. Park and Recreation Board, May 12, 2015
    3. Police and Fire Commission, May 12, 2015
    4. Library Board, May 18, 2015
  - B. License Applications
    1. Taxi Cab Operator
8. Committee Reports
  - A. Finance/Administration Committee, May 11, 2015
    1. Consideration of recommendation for approval at Lease Agreement with Madison Area Technical College
    2. Consideration of recommendation for approval of SEH Contract for design of Segment 2 of the Canal project
    3. Consideration of recommendation for approval for construction staking service to General Engineering Company
    4. Consideration of recommendation for approval of Library Facility MOU
  - B. Plan Commission, May 18, 2015
9. Old Business

- A. Ordinances
    - 1. Ordinance No. 15-008 relative to Motor Vehicles & Traffic (Controlled Intersections)
    - 2. Ordinance No. 15-009 relative to Motor Vehicles & Traffic (One-Way Traffic)
  - B. Consideration of recommendation from Municipal Services and Utilities Committee for approval of Strand Associates, Inc. Task Order No. 15-01 for permitting assistance for the Portage Wastewater Treatment Plant
10. New Business
- A. Resolutions
    - 1. Resolution No. 15-028 relative to Fee Schedule
    - 2. Resolution No. 15-029 relative to Procurement Policy
    - 3. Resolution No. 15-030 relative to Establishing a Policy for Repayment of Special Assessments
  - B. Resignations
    - 1. Library – Addie Tamboli
  - C. Mayor’s Comments
    - 1. School ending
    - 2. Committee of the Whole
  - D. City Administrator’s Report
    - 1. Commercial garbage update
    - 2. County building project update
11. Adjournment

Common Council Proceedings  
City of Portage

Public Hearing  
Council Chambers  
City Municipal Building

May 14, 2015  
7:00 p.m.

Declaring intent to exercise special assessment powers relative to the replacement and installation of sidewalks, driveway approaches and replacement of sanitary sewers on the following streets: East Albert Street from East Haertel Street to Hamilton Street; Hamilton Street from Evergreen Trail to 1,100 feet north of Clemens Court; East Slifer Street from Hamilton Street eastward to the termini; West Marion Street from Cass Street to Dunn Street; East Franklin Street from DeWitt Street to Adams Street

Mayor Tierney called the Public Hearing to order at 7:00 p.m.

Present: Ald. Charles, Dodd, Hamburg (arrived at 6:53 p.m.), Klapper, Kutzke, Lynn, Maass, Monfort

Excused: Ald. Havlovic

Also Present: Mayor Tierney, City Clerk Moe, City Administrator Murphy, City Attorney Spankowski, Police Chief Manthey

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

Clerk Moe read the Notice of Public Hearing, stated that the notice has been published according to law, and an Affidavit of Mailing is on file.

Mayor Tierney asked three (3) times if anyone present wished to speak in favor of the special assessments.

Mayor Tierney asked for the first time if anyone present wished to speak against the special assessments.

Mayor Tierney asked for the second time if anyone present wished to speak against the special assessments.

Ald. Hamburg arrived at 6:53 p.m.

Mayor Tierney asked for the third time if anyone present wished to speak against the special assessments.

Luke Herrmann, 2606 Hamilton Street, questioned how anyone could oppose the assessment when the work was already completed. Mayor Tierney informed Mr. Herrmann that the hearing is not a time for questions, but for the public to state if they are for or against the assessment. Mr. Herrmann stated he was not in favor of the assessment.

No one else present wished to speak for or against the special assessments, so Mayor Tierney declared the Public Hearing closed at 6:55 p.m.

Marie A. Moe, WCPC, MMC  
City Clerk

Common Council Proceedings  
City of Portage

Regular Meeting  
Council Chambers  
City Municipal Building

May 14, 2015  
7:00 p.m.

**1. Call to Order**

Mayor Tierney called the meeting to order at 7:00 p.m.

**2. Roll Call**

Present: Ald. Charles, Dodd, Hamburg, Havlovic, Klapper, Kutzke, Lynn, Maass, Montfort

Also Present: Mayor Tierney, City Clerk Moe, City Administrator Murphy, City Attorney Spankowski, Police Chief Manthey

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

**3. Pledge of Allegiance**

The Pledge of Allegiance was recited.

**4. Approval of Agenda**

No changes.

**5. Minutes of Previous Meeting**

Motion by Klapper, second by Charles to approve minutes from the April 21, 2015 annual business meeting, and the April 23, 2015 meeting.  
Motion carried unanimously on call of roll.

**6. Consent Agenda**

Reports of Sub-Committees, Boards, and Commissions

Board of Zoning Appeals meetings of April 6, 2015 and May 4, 2015  
Business Improvement District Board of Directors meeting of April 8, 2015  
Police and Fire Commission meeting of April 15, 2015  
Library Board meeting of April 20, 2015  
Emergency Planning Committee meeting of April 24, 2015  
Community Development Authority meeting of April 28, 2015

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

License Applications

Operator license application for Karen M. Williams.

Taxi Cab Operator license application for Lori L. Allen.

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

**7. Committee Reports**

Plan Commission meeting of April 20, 2015

Legislative and Regulatory Committee meeting of May 4, 2015

Motion by Maass, second by Charles to approve a Class B Fermented Malt Beverage License application for Paula's Place LLC, 100 East Cook Street. Motion carried unanimously on call of roll.

Motion by Maass, second by Hamburg to approve a Class B Combination License application for Bradley John Pohlkamp, 316 DeWitt Street. Ald. Lynn questioned ADA requirements and building code enforcement. Administrator Murphy explained that the building inspector is responsible for enforcement. In the case of new construction, plans are reviewed by the state. Motion carried unanimously on call of roll.

Human Resources Committee meeting of May 5, 2015

Motion by Dodd, second by Hamburg to approve compensation package for Dan Garrigan for Detective Lieutenant outlined in City Administrator Murphy's memo, dated May 8, 2015. Motion carried unanimously on call of roll.

Motion by Dodd, second by Lynn to approve a merit adjustment of \$.40 per hour for Police Secretary Denise Vater, effective May 18, 2015. Motion carried 8 to 1 on call of roll with Maass voting no.

Motion by Dodd, second by Klapper to approve a merit adjustment of \$.42 per hour for Police Secretary Jen Mecum, effective May 18, 2015. Motion carried 8 to 1 on call of roll with Maass voting no.

Motion by Dodd, second by Klapper to approve the wage adjustment of \$.50 per hour for Administrative Lieutenant Keith Klafke, effective June 22, 2015. Motion carried unanimously on call of roll.

Motion by Dodd, second by Lynn to approve the appointment of Ryan Armson to the Municipal Services Crewperson position. Motion carried unanimously on call of roll.

Motion by Dodd, second by Hamburg to approve the reallocation of budget funds for City Personnel Manual in the amount not to exceed \$2,000 from account 100-20-56910-219 (planning and zoning professional

services) to account 100-02-51400-219 (administration professional services). Ald. Lynn questioned why this is not being completed by staff. City Administrator Murphy explained that he will be working with the consultant. The consultant has the necessary expertise in state and federal laws. Motion carried 8 to 1 on call of roll with Lynn voting no.

#### Municipal Services and Utilities Committee meeting of May 7, 2015

#### Finance/Administration Committee meeting of May 11, 2015

Motion by Dodd, second by Charles to approve claims in the amount of \$2,396,972.54. Motion carried unanimously on call of roll.

Motion by Dodd, second by Lynn to award the contract for 2015 Municipal Alley Improvement Project to D.L. Gasser Construction in the amount of \$94,480.85. Motion carried unanimously on call of roll.

### **8. Old Business**

#### Ordinances

Ordinance No. 15-007 relative to Miscellaneous Offenses (Regulation of Smoking, E-Cigarettes) received its second reading. City Administrator Murphy explained that legislation has been introduced at the state level, Assembly Bill 1770 and Senate Bill 132, which if passed would preempt this ordinance. It was recommended that the proposed ordinance be tabled until such time the State Legislature takes action on the proposed legislation. Motion by Maass, second by Charles to table Ordinance No. 15-007 relative to Miscellaneous Offenses (Regulation of Smoking, E-Cigarettes) until such time the State Legislature takes action on the proposed legislation. Motion carried unanimously on call of roll.

#### Revisions to Sewer Rates

The Sewer Rate Study prepared by Ehlers was reviewed and discussed. This item will be brought back at the next meeting for action to implement the change in sewer rates for the billing cycle in June. Changes to the water rates will be considered in August; a simplified rate case will be considered.

### **9. New Business**

#### Ordinances

Ordinance No. 15-008 relative to Motor Vehicles & Traffic (Controlled Intersections) received its first reading.

Ordinance No. 15-009 relative to Motor Vehicles & Traffic (One-Way Traffic) received its first reading.

### Resolutions

Resolution No. 15-027 relative to Plat of Pate's Place was read and adopted unanimously on motion by Dodd, second by Lynn and call of roll.

### Resignations

Motion by Klapper, second by Maass to approve the resignation of Ian Dumbleton from the Historic Preservation Commission. Motion carried unanimously on call of roll.

### Mayor's Comments

Citizens can take unused prescription drugs to Walgreens for disposal on Saturday.

Residents were reminded that mowing grass into the curb is not permitted and will be enforced.

Brush collection is the first week of each month. There are size specifications for brush placed at the curb.

There are new banners on light poles as a result of the collaborative effort between the Tourism Promotion Committee and the Chamber of Commerce.

### City Administrator's Report

A survey for commercial garbage collection will be in the newsletter, which will be mailed out next week.

Police Chief Manthey reported on department activities including the annual bike radio, alcohol license meeting, OWI court, traffic enforcement, K-9 program, spring Triad meeting, Detective Lieutenant position, and the new officers.

## **10. Adjournment**

Motion by Dodd, second by Charles to adjourn. Motion carried unanimously on call of roll at 8:23 p.m.

Marie A. Moe, WCPC, MMC  
City Clerk

Common Council City Of Portage  
115 W. Pleasant Street  
Portage, WI 53901

Ladies and Gentlemen,

On June 26th and 27th, 2015, Portage will again be hosting the American Cancer Society Relay for Life Event. The event is held annually at the Portage High School Track. The event is a 24 hour fundraiser to help find a cure for this disease that touched so many of us. Our hope is that through our efforts we can continue to celebrate with those who have survived this disease, cherish the memories of those we have lost to cancer, and prevent another person from ever having to hear the words "you have cancer". As a committee, we are asking for a Noise Ordinance variation for this event, and we will also be having the lights on through out the night by the Tennis Courts, they will be on when it gets dark until it gets light out. We are hoping with the lights on that more people will stay for the event, and we hope to have more activities through out the night. Again this will be June 26th starting at 6 p.m., to 9 a.m June 27th. If you have any questions, please contact me at (608) 697-7186.

We invite all of you to come to this event.

Sincerely,



Janet Grotzke  
CO Chair

Janet Grotzke  
612 Adams St.  
Portage, WI 53901

**City of Portage  
Historic Preservation Commission  
Wednesday, May 6, 2015, 6:00 p.m.  
Municipal Building, 115 West Pleasant Street  
Conference Room One  
Minutes**

**Members Present:** Doug Klapper, Chairperson; Kristin Droste, Erin Foley, Gayle Mack, Stephanie Miller-Lamb  
**Members excused:** Marlena Cavanaugh  
**Members absent:** Ian Dumbleton  
**Guests Present:** Bill Welsh (Cable TV), Vern Gove, Kirk Konkel, Ron Locast

**1. Roll call**

Klapper called the meeting to order at 6:02 pm. He noted that Todd Bennett's name should no longer appear in the list of HPC members.

**2. Election of Vice Chairperson**

Stephanie Miller-Lamb served as Vice Chairperson 2014-2015. Droste nominated Miller-Lamb to continue in that position for 2015-16. Foley seconded this motion. There were no other nominations. Next month nominations will be accepted for the position of secretary.

**3. Approval of previous meeting minutes**

Miller-Lamb moved that the minutes for the meeting of April 1 be approved as written. Droste seconded the motion, which passed unanimously by voice vote.

**4. Discussion and possible action on claims**

No claims were presented. Droste and Miller-Lamb will have some claims to present at the next meeting.

**5. Presentation from County and their architect on building projects**

Ron Locast, representing Potter Lawson architectural firm, presented a slideshow of the preliminary designs for the 2-building project that would house several Columbia County offices on both sides of the Portage Canal. He discussed site placement, the floor plans, and the need for parking and street frontage. Although the two blocks these buildings are planned to occupy are in the Portage Industrial Waterfront National Historic District, Klapper commented that the HPC has no control over what is done with the properties currently in the district because they are not on the Municipal Register.

The HPC asked a variety of questions about the design and the location in regard to the historic district. Locast stated that the DNR controls the waterway, so no new building can be placed alongside the canal as was done historically. The large parking lots were discussed for their non-historical look; Locast said that the number of parking spots was regulated by the City of Portage several years ago.

Foley commented that, if there is no need for HPC approval, she could see no reason for HPC members to make comments on the building design. She stated that the new buildings would entirely destroy what remains of the waterfront part of the district, and this is unacceptable. Other commissioners welcomed the chance to review the designs.

**6. Discussion and possible action on Heritage Signage**

Since the April meeting, it has been established that all these signs need replacement. The Tourism Committee will pay the \$525.54 for the 19 site-specific signs. The City asks that the HPC cover the remaining \$460.80 for the 16 Heritage logo signs. Mack stated her willingness to use HPC funds for this purpose, but only when the Commission is assured it will have the funds it needs for the costs of the Preservation subgrant that Portage has received. Mack noted that Portage was one of 9 communities awarded these funds, out of 20 applications, but that the award was \$5000 short of the cost of the estimates received for the work. The HPC will take no action on the Heritage signage until there is more information about the cost of the subgrant.

**7. Discussion and possible action on National Historic Preservation Month (May) Activities**

Except for the photo scavenger hunt running currently in the *Daily Register*, preservation activities will be light this month. The individuals the HPC hoped to schedule for the walking tours were not available for the times and dates hoped for. Miller-Lamb discussed the scavenger hunt award plans. Entries will be accepted for the next three weeks.

**8. Presentation from Commissioner Mack on her attendance at the Spring WAHPC Conference**

Mack passed out notes from the April 25 Wisconsin Association of Historic Preservation Commissions meeting she attended in La Crosse. HPC members are invited to attend. Among other highlights, she noted that the Wisconsin Historical Society is having their Board of Curators meeting in Portage May 13-14, 2016. She mentioned programming and legal changes in other Wisconsin communities that affect their HPC activities.

**9. Adjournment**

Chair Klapper adjourned the meeting at 8 pm.

Respectfully submitted,  
Erin Foley  
Secretary

**City of Portage  
Park and Recreation Board Meeting  
Tuesday, May 12, 2015 - 6:30 p.m.  
Municipal Building Room #1**

Members present: Brian Zirbes, Chairperson, Larry Messer, Mike Charles, Rita Maass, Vice Chair and Todd Kreckman

Also in attendance: Manager, Dan Kremer, Leslie Hawkinson, Jeff Johnson, Karen Nelson and Pastor Dave Hankins

**1. Roll Call**

The meeting called to order at 6:30 pm by Chairperson Zirbes.

**2. Approval of minutes of April 14, 2015 meeting**

Motion was made by Charles and seconded by Maass to approve the minutes, as submitted, from the April 12th, 2015 meeting. The motion carried 5-0.

**3. Discussion and possible action on waiver of fees for Little League District Tournament at Bruce A Smith Little League Complex.**

Manager Kremer introduced Jeff Johnson representing the Portage Little League and stated the fee waiver for this event falls under item #4 of the City ordinance. Little League International has picked Portage as a place to hold a District Tournament at the Little League Complex roughly July 14-22 with an estimated 8-10 teams participating. Kremer stated this to be an excellent opportunity to showcase the fields. Johnson further stating the umpires are all volunteers and Portage Youth Baseball would do all of the field prep and provide porta potties for the tournament. Charles made a motion to waive the fees for Little League District Tournament at Bruce A Smith Little League Complex. Second by Messer. Further discussion by Maass regarding the fees and concern about adequate porta pot service followed. The motion carried 5 - 0.

**4. Discussion and possible action on waiver of fees for Goodyear Park Shelters for summer food service program.**

Kremer reminded the board of the previous discussion from last months meeting on the Park and Receptions involvement with the summer food service program. Since that meeting, Karen Nelson and Pastor Dave Hankins submitted a request to host the food program at Goodyear Park and utilize the small shelter until the large shelter is available. The Food Service Committee would monitor the program along with a Portage Public Library employee and volunteers to serve lunch at the park Monday through Thursday from June 8, 2015 to August 13, 2015 from 12:15 pm to 1:00 pm. The park fee waiver is requested since this program operates largely with

volunteers. Kremer mentioned insurance requirements had been met with 4-H's liability coverage.

A motion was made by Maass to waive the fees for Goodyear Park for the Summer Food Service between June 8, 2015 and August 13, 2015 from 12:15 pm to 1:00 pm. Second by Charles. Further discussion followed regarding adequate porta pot availability, hand washing needs and set up and cleanup time at the facility. Parking needs and loading and unloading of the service were also discussed. Park and Recreation's involvement was also clarified as simply servicing the trash cans. The motion carried 5 – 0

**5. Discussion and possible action on park tour and route before June meeting.**

Kremer asked the board if they would be interested in going on a park tour again this year. Zirbes asked if the tour could be performed in place of an actual meeting if there would be some action needing to be voted on. The board also discussed the availability of holding meeting at Silver Lake following tour. Kremer would explore the possibility of having a remote meeting. Kremer proposed a 5:30 pm tour route of Sunset, Sanborn and Cattail Parks and ending at the Silver Lake beach. Messer would try to secure a school district van for convenience.

**6. Old Business Update**

**A. Beach Swim Area Retaining Wall**

The portion of the swim area retaining wall will be taken out and reconstructed because of final grade height being incorrect. Contractors are expected to reset the base and have it completed by May 15<sup>th</sup>.

**7. Manager's Report**

Registration for summer programs and swimming lessons are filling up nicely as a result of the distribution of the program brochure; Emerald Ash Borer has been confirmed in the City. An article was sent to the media explaining City contact information and expected course of action. An educational meeting with homeowners will be planned along with a link to the City and the UW Extension websites for homeowners to learn how to treat Ash trees on their property. Seasonal staff hiring is being finalized with the first summer activity beginning at the end of May; adult softball meeting took place this week with 22 teams registering; The pool is again open after being closed in April for maintenance. The first swimming lessons begin in early June; the seasonal mowing staff started working last week with a weekly mowing of City property. Pine Meadow Park is scheduled to have the tennis court pulverized and asphalted the week of Memorial Day.

**8. Adjournment**

Zirbes asked all in favor to adjourn say Aye. No nay's. Motion Passed. Meeting adjourned at 7:00 pm.

Respectfully submitted

Leslie Hawkinson

Park & Recreation Department

**City of Portage  
Police and Fire Commission Meeting  
Tuesday, May 12, 2015, 7:00 p.m.  
City of Portage Municipal Building, 115 West Pleasant Street  
Conference Room Two  
Minutes**

Members Present: Thomas Drury, President; Pat Hartley, Kay E. Miller, Jeynell Boeck, Charles Miller

**1. Roll Call**

President Drury called the meeting to order at 7:00 pm. Motion to convene by C. Miller, seconded by K. Miller, and motion passed unanimously

**2. Election of Officers**

A motion was presented by K. Miller and seconded by C. Miller to continue the same officers, Tom Drury as president and Pat Hartley as secretary. The motion passed unanimously on call of roll.

**3. Approval of minutes of previous meeting**

A motion was made by C. Miller and seconded by C. K. Miller to approve minutes from the April 15, 2015 meeting. The motion passed unanimously on call of roll.

**4. Approval of hiring Dan Garrigan for the Detective Lieutenant**

Chief Manthey described the protocol used for the hiring process including, physical, peer review, staff review psychological profile and external chief review using the chiefs from Middleton, Verona, Lake Delton and the former Baraboo chief. Everyone was impressed with Dan's maturity and extensive investigation experience. A motion was made by Boeck and seconded by C. Miller to approve the hiring of Dan Garrigan as the Detective Lieutenant. The motion passed unanimously on call of roll.

**5. Recognition of Detective Lieutenant Mark Hahn's Career**

Chief Manthey reviewed Mark's career in law enforcement and his period with the Portage Police Department since his hiring in July of 1991. He was a key figure in the investigation and prosecution of the Oneida Street and Subway murder cases. A motion was made by Hartley and seconded by K. Miller to formally recognize Detective Lieutenant Hahn's Portage Police Department career. The motion passed unanimously on call of roll.

**6. Update on the three new Police Officers**

Chief Manthey presented the status update on the three new officers. Officer Derek Anderson has completed his FTO period and has been by himself since last month. Officers Warning and Welborn are finishing their

FTO periods in a commendable fashion and will be by themselves starting this week.

**7. Police Report**

Chief Manthey reviewed the partial quarterly report from April 1, 2015 to May 12, 2015. In the training section the chief discussed the recent addition of the new K-9 Ares working with Sergeant Neumann. The chief discussed a recent incident that involved the use of ballistic shields in an incident. The existing shields are quite old and heavy. The chief was looking into replacement of lighter shields that would be available in the five squads used. They were estimated at \$2,500 per shield.

**8. Fire Report**

Chief Simonson reviewed the quarterly fire report from February 25, 2105 to May 12, 2015. He highlighted some of recent training, especially the railcar training in Pueblo, Colorado. They have been doing some search and rescue training in the building at 119 W. Conant Street. The department took delivery of the new engine recently purchased from Rosenbauer. It will be designated engine 3. The existing engine three will be returned to the townships for their disposal. The new engine is still being fitted out and loaded with equipment. This engine will be the first out apparatus for all incidents in the city and townships with the exception of wildland fires.

**9. Police and Fire Commission Administrative Manual review**

The Police and Fire Commission Administrative Manual review will continue at two upcoming meetings. We proposed once again using the City of West Bends updated manual to benchmark the review of our manual against.

**10. Police and Fire Commission meeting**

The next regularly scheduled meeting was approved for August 18<sup>th</sup> at 7:00 pm.

**11. Adjournment**

A motion to adjourn was made by Hartley, seconded by Boeck to adjourn the meeting at 8:15 pm. The motion carried unanimously.

Submitted by Pat Hartley

Portage Public Library  
253 W. Edgewater Street, Portage WI 53901  
Phone: (608) 742-4959  
E-Mail: [info@portagelibrary.us](mailto:info@portagelibrary.us)  
Web Site: [www.portagelibrary.us](http://www.portagelibrary.us)

LIBRARY BOARD MEETING Minutes  
May 18, 2015

Meeting called to order 6:33 pm

Present: Voigt, McLeish, Blohm, Gregory, Schoenborn-Hoffmann, Vehring

Excused: Stevenson, Davis

- 1) Motion to approve April 20, 2015 regular meeting minutes. (NS-H/BB)
- 2) Financial Reports:
  - a) Motion to approve April 2015 Municipal funds claims and Library Restricted funds claims for payment as presented. (DG/BB)
- 3) Director's Report: Shannon Schultz
  - a) Landscaping irrigation is partially installed.
  - b) A grant for \$700 has been presented to the Library Foundation to hire a consultant to draw up landscaping plans.
  - c) Staff reviews have started.
- 4) Business:
  - a) Election of Officers:
    - Motion to approve Eleanor McLeish, Secretary. (KV/NS-H)
    - Motion to approve Brenda Blohm, vice-President. (NS-H/DG)
    - Motion to approve Eleanor Voigt, President. (BB/NS-H)
    - Motion to approve Chad Stevenson, Treasurer. (DG/KV)
  - b) Motion to change the Library Board meeting day and time to the second Tuesday of the month at noon. (BB/NS-H)
  - c) Staffing adjustments were discussed.
  - d) Friends of the Library MOU was discussed.
  - e) Friends of the Library Bylaws were discussed.
- 5) Meeting adjourned 7:44 pm. (NS-H/DG)

Eleanor Voigt – President  
Dr. Brenda Blohm – vice-President  
Chad Stevenson - Treasurer  
Eleanor McLeish – Secretary  
Richard Davis  
Dr. David Gregory  
Nikki Schoenborn-Hoffmann  
Klay Vehring

# City of Portage

**Taxi Cab Operator**

BECKI L. TOMLINSON

**City of Portage  
Finance/Administration Committee Meeting  
Monday, May 11, 2015 6:00 p.m.  
City Municipal Building, 115 West Pleasant Street  
Conference Room One  
Minutes**

Members Present: Rick Dodd, Chairperson; Martin Havlovic, Doug Klapper, Richard Lynn; Mike Charles (arrived at 6:46 p.m.)

Also Present: Administrator Murphy, Deputy Treasurer Tammy O'Leary; Public Library Director, Shannon Schutz; CATV Bill Welsh; Director of Business Development and Planning, Steve Sobiek (arrived at 6:33 p.m.); Craig Sauer from Daily Register

**1. Roll call**

Chairperson Dodd called the meeting to order at 6:05 p.m.

**2. Approval of Minutes from April 13, 2015.**

Motion by Klapper, second by Havlovic to approve minutes from April 13, 2015 meeting.

**Roll Call. Passed 4-0.**

**3. Discussion and possible recommendation on claims.**

Administrator Murphy highlighted a few of the larger claims.

**Motion by Havlovic, second by Lynn to approve the claims in the amount of \$2,396,972.54. Motion carried 4-0 on call of roll.**

**4. Discussion and possible recommendation on Library Facility MOU.**

Administrator Murphy gave an overview of the document to clarify roles and responsibility of ownership, maintenance, operation and replacement of Portage Public Library and grounds.

**Motion by Klapper to recommend the Library Facility MOU to council, second by Havlovic. Roll Call. Passed 4-0.**

**5. Discussion and possible recommendation on special assessment repayment terms.**

Administrator Murphy explained the changes to the special assessment terms were to unify the terms for public improvements with assessments under \$300 to be paid in full within 60 days, \$300 to \$1500 option to place on the property tax bill with three annual installments plus interest and those in excess of \$1500 with an option to place on the tax bill with five annual installments plus interest.

**Motion by Havlovic second by Klapper to recommend to council the special assessment repayment terms, second by Klapper. Roll Call. Passed 3-1 with Lynn voting no.**

**6. Discussion and possible recommendation on procurement process revisions.**

Administrator Murphy reviewed the revisions to the procurement process, clarifying the process for City purchases using budgeted funds except for Public Construction Projects that are covered within Section II D. In addition to the changes noted the committee suggested clarification Section II under D item c: if a change order is over budget in addition to original committee, it will also require Finance committee approval.

**Motion by Dodd second by Klapper to move the procurement process revisions to Council. Roll Call. Passed 4-0.**

Arrival of Mike Charles at 6:46 p.m.

**7. Discussion and possible recommendation on SEH Design Contract - Segment 2 Canal.**

Administrator Murphy gave an overview of the Short Elliot Henderickson (SEH) Contract Design Segment 2 of 4 segments for the Canal. Segment 2 entails Preliminary design of entire Segment (Adams St – RR Bridge), environmental report, trail design with connection to Center St and a pedestrian bridge at Hamilton St, evaluation of sloped sides vs. revetment wall and coordination with DNR on contamination remediation, completion of historical, archaeological, ROW delineation, coordination with City on evaluation of storm sewer discharge locations, wetland delineation, utility, state, federal and RR coordination. Administrator Murphy stated overall this would be segregated from the Canal Fund and the Federal Grant for 80%. The City needs to pay as the project progresses and at that time submit for reimbursements.

Administrator Murphy stated the contract is contingent upon approval of the Department of Transportation.

**Motion by Lynn second by Havlovic to recommend to Council the SEH Contract Design Segment 2 Canal. Motion carried unanimously on call of roll.**

**8. Discussion and possible recommendation on Construction Staking Service Proposals.**

Administrator Murphy stated the City received three bids for the Construction Staking Service as follows: General Engineering for \$6,100, Ayres Associates for \$4,800 and Grothman Associates for \$9,650. City staff recommends General Engineering for the Construction Staking Service in the amount of \$6,100 because of past performance and General Engineering did the design work for the project.

**Motion by Lynn, second by Charles to recommend the bid for Construction Staking Service to General Engineering in the amount of \$6,100. Motion carried unanimously on call of roll.**

**9. Discussion and possible recommendation on Bids received for 2015 Alley Resurfacing Project.**

Administrator Murphy stated that the City received three bids for alley resurfacing covering four alleys this year. Murphy stated the lowest bid was D.L. Gasser Construction for \$94,480.85 which is the recommendation from City staff. Our total budget for this project is \$100,000.

**Motion by Lynn, second by Charles to recommend the bid from D.L. Gasser Construction in the amount of \$94,480.85 for alley resurfacing. Motion carries unanimously on call of roll.**

**10. Discussion and possible recommendation on MATC Lease.**

Director of Business Development and Planning Sobiek gave an overview of the MATC Lease at the Portage Enterprise Center. Sobiek stated that we have had a long term relationship with MATC and they currently lease 720 sq. feet of office space along with 3,000 sq. feet in the manufacturing area. The proposed lease is for the upcoming next four years of 3,750 Sq. feet at PEC with a 3% increase annually starting January 1<sup>st</sup>, 2015 to January 1<sup>st</sup>, 2018 with the option of an additional four year lease with a 90 day notice. Administrator Murphy explained this would replace their original lease.

Sobiek stated the purpose of the Enterprise Center is to act as a business incubator, with the intent of graduating the business into to its own space and creating jobs in the City of Portage. The other objective is for MATC to train those trades to benefit the City of Portage.

Alderman Lynn inquired if there is additional lease space available for businesses. Sobiek stated there is additional space available and with businesses continually transitioning, there should be additional area in the future.

**Motion by Lynn second by Charles to recommend the MATC lease. Motion carried unanimously on call of roll.**

**11. Adjournment**

**Motion by Klapper, second by Charles to adjourn at 7:13 p.m. Motion carried unanimously on call of roll.**

Submitted by Tammy O'Leary, Deputy Treasurer

**COMMERCIAL LEASE  
FOR**

<b>Tenant:</b>	Madison Area Technical College	<b>Rental Space:</b>	Suite A
<b>Address:</b>	1701 Wright Street Madison, WI 53704	<b>Dates of Lease:</b>	January 1, 2015 to December 31, 2018
<b>Contact:</b>	Mark Thomas, Jr	<b>Monthly Rent:</b>	\$2,251

This Lease Agreement ("Lease), made this 12th day of January, 2015 and in consideration of the mutual promises and covenants contained herein, City of Portage, 115 West Pleasant Street, Portage, WI 54901 ("Landlord") and Madison Area Technical College, ("Tenant") agree as follows:

- 1. PREMISES** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord Suite A of the Portage Enterprise Center located at 1800 Kutzke Road, Portage, Wisconsin ("Premises"). Suite A consists of approximately 3,750 Sq. ft. of Training/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 January 1, 2015 ("Commencement Date") and ending December 31, 2018 ("Expiration Date"). Upon lapse of the initial term, tenant shall have the option to renew this Lease with a term of four (4) additional years. 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 the same rate as the initial rate but will increase at a rate of 3% annually, with the first escalation beginning January 1, 2016 and annually on the first day of January thereafter.
- 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 **Two Thousand, two hundred and fifty one dollars (\$2,251)** per month, on the first day of each month during the term thereof. All rent payments received shall first be applied to past due rents. The base rent amount shall increase at the rate of 3% annually.
- 4. SECURITY DEPOSIT** Tenant agrees to pay Security Deposit to Landlord of \$2,163.00, prior to the start of the lease date. Landlord will hold the Security Deposit of \$2163.00 in a non-interest bearing account for the term of this Lease. Landlord shall have the right to use the security deposit to pay for damages caused to the Premises by Tenant, as well as pay for any unpaid Base Rent and other charges owed by the Tenant to the Landlord. Landlord agrees to send any Security Deposit remaining following deductions to the Tenant within 20 days after the Tenant vacates the Premises and returns the keys to the Premises to Landlord. Tenant agrees to provide Landlord with a written forwarding address upon vacating the Premises. Tenant may not use the Security Deposit as payment for the last month's Base Rent.
- 5. UTILITIES AND MAINTENANCE FEES** Landlord shall be responsible for payment of electricity, heat, water and sewer charges and all other utilities serving the Premises; in addition to janitorial services, lawn care, maintenance of grounds, snow removal, security, common area supply and maintenance. Due to the nature and purpose of the business incubation program and the lack of historical data relative to the aforementioned expenses, Landlord reserves the right to renegotiate the terms of the lease relative to this paragraph in the event that tenant utility expenses exceed \$1.25/ft. annually and/or the cost of other services provided places a hardship on the business incubator operating budget. In the event that any other services are provided to tenants of the facility and are not separately billed directly to Tenants, Tenants shall pay their pro-rata share of such service. Prorata share of expenses is calculated based on the ratio of square footage occupied by the Tenant to the total leased square footage in the building. Tenant shall be responsible for janitorial services and solid waste removal required in the training areas of their occupied space. 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.

**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 1 ½ percent or 18 percent 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 (11<sup>th</sup>) day of each and every month such past due amount remains outstanding.

6. outstanding

**7. COVENANT, PERMITTED USE** Tenant shall only use the Premises as office space or instructional, training, classroom and lab space and for such additional uses as may be customary and incidental to the operations 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.

**8. 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.

**9. 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 be renegotiated at the request 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. Leasehold Improvements shall be Tenant's responsibility and shall become the property of the Landlord. Alternatively, 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.

## **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 all utility infrastructure that directly service leasehold improvements or any activity that is not consistent with classroom or office use. Tenant shall repair, at its own expense, any damage to the Premises caused by the willfull acts or negligence of Tenant, its officers, contractors, licensees, agents, employees, guests, invitees, students 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 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 from 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 tax-s and/or special assessments.

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

**14. 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.

**15. 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.

#### **16. 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 written notice thereof from Landlord to Tenant.
- 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.

**17. 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 or preclude the exercise by Tenant of any other right or remedy at law or in equity. In the event of a breach of this Lease by Landlord, whether abated or not, Tenant shall recover from Landlord reasonable and necessary attorney's fees and costs incurred by Tenant in enforcing its rights under this Lease.

**18. 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 West Pleasant Street  
Portage, WI 53901  
PH: 608-742-2176

If to the Tenant:  
Vice President for  
Administrative  
Services  
Madison Area Technical College  
1701 Wright Street  
Madison, WI 53704  
PH: 608-246-6301

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.

## **19. CASUALTY**

- 1) If the Premises are destroyed or damaged by fire or other casualty covered by insurance as required to be maintained by Landlord, then (unless this Lease is terminated as hereinafter provided) Landlord shall proceed to repair or restore the Premises to the condition which Landlord furnished improvements to Tenant upon the commencement of the Term. If Landlord repairs or restores the Premises as provided herein, then Tenant shall repair and restore its leasehold improvements, furnishings, furniture and equipment to at least a condition equal to that prior to their damage. Notwithstanding any provision in this section 20 to the contrary, neither

Landlord nor Tenant shall be required to spend more than the amount of insurance proceeds either or both parties receive for such damage or destruction.

- 2) If the Premises or any part thereof shall be rendered untenable by any destruction or damage, except where such damage is caused by Tenant, then a pro rata portion of the rent based upon the number of square feet of area in the Premises which are untenable shall be abated or if the untenable portion effectively prevents Tenant from using the Premises for its stated purpose then all of the rent shall be abated until the Premises or such part thereof shall have been put in tenable condition. If, however, any destruction or damage to the Premises is so extensive that Landlord is unable to render complete restoration within 120 days, or is not covered by Landlord's all-risk policy, Landlord or Tenant may terminate this Lease (effective as of the date of destruction or damage) by written notice to the other party given within 120 days from the date of casualty.
20. **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.
21. **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.
22. **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 personal property 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 personal property becoming a fixture.

23. **INABILITY TO PERFORM FOR NON-CONTROLABLE REASONS** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes; lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reasons of like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this section shall not operate to excuse Tenant from prompt payment of Rent, or any other payments required by the terms of this Lease.

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. **FEDERAL COMPLIANCE** The Tenant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, religion, sex, age or physical or mental disability.

27. **AUDITS AND INSPECTIONS** At any time during normal business hours and as frequently as is deemed necessary, the Tenant shall make available to the Landlord and the Economic Development Administration (EDA) or EDA's authorized agents, for their examinations, all of its records pertaining to matters covered by this agreement and only matters relating to the Agreement.

28. **RETENTION OF RECORDS:** All records in the possession of the Tenant pertaining to this Agreement shall be retained for a period of three (3) years after the expiration of the Agreement or any extensions thereof. All records shall be retained beyond the three (3) year period if audit findings have not been resolved within that period or if other disputes have not been resolved.

29. **ASSIGNMENT AND SUBLETTING:** Assignment and subletting are not permitted under this Agreement without prior written approval of the Economic Development Administration.

30. **ENVIRONMENTAL COMPLIANCE:** Lessor warrants and represents to the Lessee that it has no knowledge of the presence or of the release, now or in the past, of any hazardous substance or material on the Premises. Landlord agrees to hold Tenant free, harmless and indemnified from any penalty, fine, liability, cost or charge whatsoever related to any damage or condition that might be caused by any existing environmental condition that currently exists on the Premises.

Tenant covenants and agrees that throughout the Term its use and occupancy of the Premises will at all times be in strict compliance with all governmental regulations, be they federal, state or local, that pertain to the use and storage of hazardous materials and substances, and Tenant shall save and hold Lessor free, harmless and indemnified from any penalty, fine, liability, cost or charge whatsoever which Lessor may incur by reason of Tenant's failure to comply with this Paragraph. Such covenants, however, shall not apply to any condition that existed at the time Tenant first took possession of any part of the Premises, or which is caused or results from acts of others, including Landlord.

Tenant's obligations under this Paragraph shall automatically terminate and expire one (1) year after Tenant no longer occupies the Premises unless an action has been filed in some judicial tribunal of competent jurisdiction prior to that time which related to a period during which Tenant in fact did occupy any part of the Premises.

31. **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
32. **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.
33. **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)

Madison Area Technical College  
(Tenant)

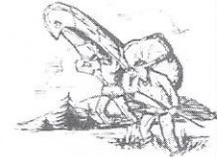
\_\_\_\_\_  
By: William F. Tierney  
Title: Mayor

\_\_\_\_\_  
By: Mark Thomas, Jr.  
Title: V.P. for Administrative Services



# CITY OF PORTAGE

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



*"Where the North Begins"*

## MEMORANDUM

TO: Common Council  
From: Shawn Murphy, City Administrator   
Re: SEH Portage Canal Design Contract – Segment II  
Date: 5/22/2015

In April, the Ad hoc Canal Committee recommended approval of the attached 3-party Design Agreement between the City, DOT and Short Elliot Henderickson for conceptual design of Segment II which includes the following:

- ~Segment I: Preliminary design of new pedestrian bridge;
- ~Segment II: Preliminary design of entire Segment (Adams St – RR Bridge), environmental report, trail design with connection to Center St and a pedestrian bridge at Hamilton St, evaluation of sloped sides vs revetment wall and coordination with DNR on contamination remediation, completion of historical, archaeological, ROW delineation, coordination with City on evaluation of storm sewer discharge locations, wetland delineation, utility, state, federal and RR coordination;
- ~Segments III & IV: Update the conceptual design to coordinate with previous sections, preliminary environmental and remediation design.

The Contract has provisions for 2 public informational meetings, establishment of materials and exhibits for website, television and printed information for distribution. The design shall include a detailed analysis of alternative cross sections of the canal with intent to improve flow and water quality, long-term bank stabilization and maintenance, specific location and bridge designs, conceptual lighting and landscape enhancements, access feasibility to adjacent streets and coordinate with DNR on development of cost-effective remediation plan in conjunction with construction. This design contract represents approximately 50% of the total design effort with a subsequent contract necessary for preparation of plans, specifications and bidding documents.

Expected completion of services is June 30, 2017 assuming notice to proceed is issued by June 1, 2015. Total Contract cost is \$242,828.10 (Finance Committee reviewed a contract which erroneously stated \$242,427.62). It should be noted that this contract also provides for an additional \$4,347.31 in hydraulic (flow) modeling costs, if subsequently authorized for a total of \$247,175.41. In 2013, the City of Portage executed the Federal Earmark grant agreement which provides a total of \$400,000 design funding (\$320,000 grant or 80% plus \$80,000 City share or 20%). Therefore the City's cost for this base Contract will be \$48,565.62 or \$49,435.51 if additional services authorized. The City initially budgeted \$183,000 for this in 2014 and \$100,000 in 2015 in the Canal Fund for design work (with an 80/20 local match). Given the Contract schedule and payment progress, \$20,000 should be sufficient allocation for 2015 costs; the remaining amount (\$28,566 or \$29,436) should

# CITY OF PORTAGE

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*"Where the North Begins"*

be allocated in 2016. Currently, the Canal Fund (a segregated fund) has a balance of \$146,000. Staff recommends award of contract as presented.

It should be noted that pursuant to the terms of the Earmark grant (as amended in June, 2013) the grant funding allocated for design (Project 6996-05-27; \$320,000) along with the grant funding allocated for construction (Project 6996-05-28; \$659,353) must both be under contract and completed by June 30, 2019. There is a contingency to extend those deadlines if the state does not commit funding for remediation during that time period. There is also a provision in the grant agreement that allows the City to reduce the scope of the project (with DOT concurrence) if actual construction costs exceed project agreement estimations.

Cc: F. Galley, Chair Canal Ad Hoc Comm; B. Redelings, City Engineer  
Attachment: 3-Party Canal Design Contract

**THREE-PARTY DESIGN ENGINEERING SERVICES CONTRACT BETWEEN**

City of Portage (MUNICIPALITY),

State of Wisconsin Department of Transportation (DEPARTMENT),

AND

Short Elliott Hendrickson Inc. (CONSULTANT)

FOR

PROJECT ID 6996-05-27  
City of Portage, Portage Canal  
(Fox River to Wisconsin River)  
Non Highway  
Columbia County

DOT FOS OBJECT CODE 5501

This is a DESIGN ENGINEERING SERVICES CONTRACT between MUNICIPALITY, DEPARTMENT, and CONSULTANT to provide consultant engineering services and will be completed by July 1, 2017.

The MUNICIPALITY proposes a transportation improvement PROJECT described as follows:

Preliminary engineering studies through the Environmental Report for rehabilitation of the Portage Canal, located in Section 5, T12N, R9E, City of Portage, Columbia County, Wisconsin.

The MUNICIPALITY and DEPARTMENT deem it advisable to engage CONSULTANT to provide certain engineering services and have authority to contract for these services.

**ALL SERVICES**

Compensation for all Services provided by the CONSULTANT under terms of the CONTRACT shall be from the:

- DEPARTMENT or  
 MUNICIPALITY

- (1) For Authorized Services:
- (a) \$215,802.87 based on a Lump Sum not to exceed.
  - (b) For Surveying Services subcontracted to General Engineering Company, the CONSULTANT'S actual cost paid to General Engineering Company based on General Engineering Company's estimated cost proposal of \$9,750.78.
  - (c) For Historical Investigations subcontracted to Commonwealth Cultural Resources Group, Inc., the CONSULTANT'S actual cost paid to Commonwealth Cultural Resources Group, Inc. based on Commonwealth Cultural Resources Group, Inc.'s estimated cost proposal of \$17,274.45.

- (2) For HEC-RAS Modeling services to be authorized by Notice to Proceed:  
(a) \$4,347.31 based on a Lump Sum not to exceed.

Compensation in excess of the total CONTRACT amount, not including the services yet to be authorized, of \$242,828.10 shall not be allowed unless approved by a written CONTRACT amendment. Compensation for costs incurred as a result of improper performance by the CONSULTANT will not be allowed. Details of CONTRACT compensation provisions follow in the text of the CONTRACT and STANDARD PROVISIONS incorporated by reference.

The CONSULTANT represents it is in compliance with the laws and regulations relating to the profession of engineering and signifies its willingness to provide the desired engineering services.

The CONSULTANT representative is Jillene J. Fehrman, PE, whose work address, e-mail address and telephone number are 6808 Odana Road, Suite 200, Madison WI 53719; [jfehrman@sehinc.com](mailto:jfehrman@sehinc.com); 608.620.6183.

The MUNICIPALITY representative is Bob Redelings, PE, whose work address, e-mail address and telephone number are 115 West Pleasant Street, Portage, WI 53901; [bob.redelings@protagewi.gov](mailto:bob.redelings@protagewi.gov); 608.742.2176.

This CONTRACT incorporates and the parties agree to all of the STANDARD PROVISIONS of the August 2, 2002, THREE PARTY DESIGN ENGINEERING SERVICES BOILERPLATE, Procedure 8-15-1, Exhibit 1.2 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT and MUNICIPALITY acknowledge receipt of a copy of these STANDARD PROVISIONS.

The parties also agree to all of the special provisions which are annexed and made a part of this CONTRACT, consisting of 13 pages.

This CONTRACT also incorporates the State of Wisconsin Facilities Development Manual and all other Manuals referenced therein, unless this CONTRACT expressly excludes a provision thereof or the context of this CONTRACT clearly indicates an entirely different understanding of the parties.

Nothing in this CONTRACT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this CONTRACT.

PROJECT ID 6996-05-27  
City of Portage, Portage Canal  
(Fox River to Wisconsin River)  
Non Highway  
Columbia County

For the CONSULTANT

By: \_\_\_\_\_

Title: Principal

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

For the DEPARTMENT

By: \_\_\_\_\_

Contract Manager, WisDOT

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

For the MUNICIPALITY

By: \_\_\_\_\_

Title: Mayor

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

APPROVED

By: \_\_\_\_\_

GOVERNOR, State of Wisconsin

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

By: \_\_\_\_\_

Title: Clerk

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

## VI. SPECIAL PROVISIONS

Sections III.A. (4) and IV.A.(4) of the STANDARD PROVISIONS are amended to substitute the DEPARTMENT for the MUNICIPALITY. Copies of the invoices and progress reports shall be provided to the MUNICIPALITY at the same time they are provided to the DEPARTMENT.

### SCOPE OF SERVICES

PROJECT "Segments" along the Portage Canal are defined as follows:

- Segment 1: Wisconsin River Locks – Adams Street
- Segment 2: Adams Street – Railroad Trestle
- Segment 3: Railroad Trestle – STH 33 Bridge
- Segment 4: STH 33 Bridge – Fox River

The MUNICIPALITY has reviewed the Services provided under the CONTRACT for PROJECT ID 6996-05-06. These completed Services include the Conceptual Design Report, the Environmental Report and the PS&E, and resulted in construction of Segment 1. The MUNICIPALITY wants the CONSULTANT to incorporate some of the elements of the completed Services while making revisions to reflect updated preferences. The MUNICIPALITY wants the CONSULTANT to coordinate with the Wisconsin Department of Natural Resources (WDNR) who is developing a sediment cleanup program to allow for incorporation of remediation into the PROJECT. In particular, the MUNICIPALITY wants the CONSULTANT to review the typical section of the canal and the use of revetment walls, while providing a shared-use facility with adequate distance between the facility and the canal to minimize the use of railings and accommodate the sediment cleanup, where possible. This CONTRACT includes work through completion of the Environmental Report.

Segment 1: This CONTRACT includes conceptual design of a new shared use bridge over the Wisconsin River Lock to be discussed in the Environmental Report. Construction of a shared use path and revetment walls, and modifications to the Wisconsin River Lock was previously completed.

Segment 2: This CONTRACT includes conceptual design through approximately 40% preliminary design. Refinement of the cross sections will be completed in final design. The design will be sufficient for alternative selection and Environmental Report Update, of a new shared use path between Adams Street and the Railroad Trestle. The path will be designed to go underneath the railroad trestle and a connection to Center Street will be included. This CONTRACT also includes conceptual design of a new shared use bridge over the Portage Canal at Hamilton Street to be discussed in the Environmental Report.

Segment 3 and 4: This CONTRACT includes updating and revising the Conceptual Design Report, the Environmental Report and conceptual design through approximately 30%. Refinement of the cross sections will be completed in final design. The conceptual design will reflect the previously approved revetment wall concept as well as evaluating the new concept of sloped sides along the canal. Efforts beyond those necessary to update these two documents are not included in this CONTRACT.

A. DESIGN REPORTS

(1) Conceptual Design Report

The CONSULTANT shall review the Conceptual Design Report dated April 2003 and update the sections of the report affected by the revised concept for Segments 2 through 4 of the canal in conjunction with the Conceptual Canal Plans for approval by the MUNICIPALITY.

B. ENVIRONMENTAL DOCUMENTATION

By its execution of this CONTRACT, the CONSULTANT does hereby specify in accordance with the disclosure statement requirements of 40 CFR 1506.5(c) and 23 CFR 771.123(d) that CONSULTANT has no financial or other interest in the outcome of this PROJECT.

The CONSULTANT shall review the Environmental Report dated August 2004 and provide an Environmental Report for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. The appropriate number of copies shall be furnished to the MUNICIPALITY and DEPARTMENT for approval.

The CONSULTANT shall comply with the requirements specified in the MANUAL as well as in Chapter TRANS 400, Wisconsin Administrative Code. In the event of any unresolvable conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

(1) Historical and Archaeological Surveys:

- (a) The DEPARTMENT will provide notification to the Native American tribes as provided in the MANUAL. The CONSULTANT shall provide a draft letter and map, and identify the appropriate tribes for the DEPARTMENT'S use. The CONSULTANT shall follow the procedures as set forth in the MANUAL to notify other interested parties of this PROJECT.

The CONSULTANT shall prepare the Section 106 Review Form, identifying the Area of Potential Effect for the PROJECT and completing a historical survey as required by the MANUAL. The archaeological survey for the Area of Potential Effect was conducted as part of the Section 106 completed by Mead & Hunt on February 14, 2003. It is not anticipated that proposed impacts will exceed the limits of the existing study. Any archaeological services in excess of the existing survey limits would be considered "Extra Services".

- (b) The CONSULTANT shall prepare documentation for the determination of effects (No Effect, No Adverse Effects, Adverse Effects) as is appropriate. The document to be used when the

PROJECT will have an Adverse Effect on historical/architectural properties or an Adverse Effect or No Adverse Effect on archaeological properties on or eligible for the National Register is Documentation for Consultation. The CONSULTANT shall prepare the Documentation for Consultation in accordance with the MANUAL and in consultation with the FHWA, SHPO, and BOE.

- (c) The CONSULTANT shall prepare a Memorandum of Agreement as specified in the MANUAL in consultation with the FHWA, SHPO, and the BOE.

(2) Hazardous Materials/Contamination Assessments:

- (a) The CONSULTANT shall review the Phase 1 Hazardous Materials Assessment dated April 2003 and the Phase 2 Site Exploration Reports for Sites 31, 35, 36 and 37 dated August 2003. The CONSULTANT shall review and provide a Letter Report with updated information, including a status report of the WDNR's sediment cleanup program, and recommendations for further action.
- (b) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/Contamination Assessments services performed by the CONSULTANT under this CONTRACT.

(3) Wetland Investigations:

- (a) The CONSULTANT shall identify wetland impacts in conjunction with the WDNR and provide for compensation of wetland loss, if necessary, following the procedures in the MANUAL and the "Wisconsin Department of Transportation Wetland Mitigation Banking Technical Guideline dated March 2002". The CONSULTANT shall delineate the wetland to determine impacts for Segment 2. The CONSULTANT shall utilize the Wisconsin Department of Natural Resources Wetland Mapping for Segments 3 and 4.
- (b) Wetland Mitigation Plans for the PROJECT shall be considered "Extra Services".

(4) Section 4(f) Evaluation:

The CONSULTANT shall describe the impact of this PROJECT upon lands protected under Section 4(f) of the Federal-Aid Highway Act of 1968, as amended and shall report its findings to the MUNICIPALITY, DEPARTMENT and the FHWA.

- (a) The CONSULTANT shall prepare an Individual 4(f) Evaluation for the Portage Canal.
- (b) The CONSULTANT shall prepare a Programmatic 4(f) Evaluation or De Minimis evaluation for the Ice Age Trail and for the Fox Wisconsin Heritage Parkway.

(5) Section 6(f) Evaluation:

Section 6(f) Evaluation is not part of this CONTRACT and shall be considered "Extra Services" if later determined to be necessary.

C. AGENCY COORDINATION

(1) Section 404 Permits

The CONSULTANT shall evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the procedures as set forth in the MANUAL, and shall prepare the necessary permit application. The CONSULTANT shall utilize the previous application.

D. RAILROAD AND UTILITY COORDINATION

- (1) The CONSULTANT shall follow the procedures of the WisDOT Guide to Utility Coordination for non-TRANS 220 projects.
- (2) The CONSULTANT shall coordinate with the DEPARTMENT to facilitate railroad coordination for the connection of the Portage Canal Trail under the CP Railroad overpass bridge at the northeast project limits.

E. PUBLIC INVOLVEMENT

(1) Public Involvement Meetings:

- (a) The CONSULTANT shall conduct two (2) public involvement meetings to acquaint the public with the concepts and probable impacts of this PROJECT
- (b) The CONSULTANT shall prepare all exhibits and documentary handout material and provide the equipment necessary to conduct the public involvement meetings. The CONSULTANT shall make this information available for use by the Ad Hoc Committee to present information regarding the PROJECT at local events and gatherings.
- (c) The CONSULTANT shall prepare a summary report after the public involvement meetings.

- (d) The CONSULTANT shall consult with the MUNICIPALITY and DEPARTMENT after the public involvement meetings to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.
- (e) The CONSULTANT shall make all the necessary arrangements for scheduling the public involvement meetings and provide notices and press releases for the MUNICIPALITY'S use. The CONSULTANT shall notify all adjacent and affected property owners.
- (f) The CONSULTANT shall provide the MUNICIPALITY and DEPARTMENT with copies of all public involvement correspondence and file notes.
- (g) The CONSULTANT shall coordinate meeting schedules with the DEPARTMENT and the MUNICIPALITY.

(2) Web Site and Cable Access Television Station:

The CONSULTANT shall provide PROJECT updates in a ready for use format to the MUNICIPALITY for their use on the local cable access television station and web site. It is anticipated that four updates shall be provided during the length of the CONTRACT. The CONSULTANT shall review the information periodically.

(3) Media Contacts:

The CONSULTANT shall forward all requests for media information to the MUNICIPALITY for processing. The CONSULTANT shall not discuss the PROJECT with media representatives without prior approval of the MUNICIPALITY.

(4) Individual Contacts:

The CONSULTANT shall conduct meetings with individual or small groups of property owners as requested by the MUNICIPALITY to discuss plan concepts. Up to five (5) individual contact meetings are included.

F. SURVEYS

- (1) Section II.G.(3) of the STANDARD PROVISIONS is deleted and replaced with the following:

The limit of the topographic and design survey in Segment 1 will be the proposed location of the Lock Bridge:

The survey will provide topographic and cross section information at the proposed canal crossing at the Lock Bridge location.

The limit of the topographic and design survey in Segment 2 will begin at the centerline of Adams Street and continue 200 feet northeast of the CP Railroad Bridge, and will include an area sufficient to design a paved shared use path connection to Center Street at the east end of Segment 2. The survey will include:

- (a) The CONSULTANT will utilize Columbia County Lidar Data for topographic information to be used in the design of the Portage Canal Project. The overall accuracy of the data compared to a ground survey indicates the vertical root mean square error (RMSEz) equates to a tested 0.4296 feet vertical accuracy at 95% confidence level. The survey data collected as part of this contract will be compared with the Columbia County Lidar Data to determine if the Columbia County Lidar Data should be used for design.
  - (b) The survey will provide location and elevation information on structures within 75 feet Right and Left of the center of the Canal Right-of-Way will be located in the field.
  - (c) The survey will locate the bridge abutments and determine the elevation of the bottom of steel on the CP Railroad Bridge.
  - (d) The survey will provide topographic and cross section information at the proposed canal crossing at the Hamilton Street location.
- (2) Field Survey for Segment 3 and Segment 4 would be considered "Extra Services". Columbia County Lidar Data and aerial mapping will be utilized to develop conceptual plans within these segments.
  - (3) The CONSULTANT will survey the delineated boundaries of wetlands identified in Segment 2.
  - (4) Storm Sewer:
    - (a) The MUNICIPALITY will provide the CONSULTANT with an existing structure map that includes horizontal location, and structure type information. The CONSULTANT acknowledges the information shown on the map may be inaccurate or incomplete.
    - (b) The CONSULTANT shall provide the MUNICIPALITY with an existing structure survey. The survey will be limited to the outfall pipe to the Canal and the first stormsewer structure upgradient from each outfall. This survey is to include information on invert elevations on storm sewer pipe and structures that drain to the Canal. The survey is also to include a visual inspection on the structural condition of the pipes and structures.

- (c) The MUNICIPALITY will provide television reporting of the existing storm sewer system to the CONSULTANT, if needed for design purposes and at the discretion of the MUNICIPALITY.

G. SOILS AND SUBSURFACE INVESTIGATIONS

Not included in this contract and is considered to be "Extra Services".

H. ROAD PLANS

- (1) The words "Road Plans" in Section II.I. will be considered synonymous with the term "Canal Plans".
- (2) It is anticipated that the PROJECT length will not exceed 4,000 feet for the Canal reconstruction work in Segment 2.
- (3) It is anticipated that the PROJECT length will not exceed 200 feet for the connections to the bridge over the Wisconsin River Lock in Segment 1.
- (4) It is anticipated that the PROJECT length will not exceed 200 feet for the connections to the bridge over the Canal in Segment 2.
- (5) It is anticipated that the PROJECT length will not exceed 200 feet for the connection to Center Street.
- (6) Conceptual Canal Plans shall be prepared for Segments 2 through 4. Preliminary plans for the preferred alternative and for a connection to Center Street will be prepared for Segment 2. Conceptual slope intercepts will be developed. Refinement of the cross sections and slope intercepts will be completed as part of final design. Preparation of Final Canal Plans shall be considered "Extra Services".
- (7) The CONSULTANT shall investigate alternatives for the Conceptual Canal Plans. Special consideration shall be given to cost-effective long term maintenance efforts, to the historical aspects of the canal, and to accommodations of all modes of transportation for maximum utilization of the facility. The CONSULTANT shall review past studies and proposals for canal restoration and incorporate as appropriate.

Key factors to investigate include, but are not limited to, ones that:

- 1) Illustrate historical integrity;
- 2) Coordination with WDNR regarding their selection of a method to remove contaminated soils from the Canal, which is the responsibility of the WDNR;

- 3) Evaluate alternate canal cross sections to potentially improve the water flow and water quality of the canal. Contributing factors to the development of alternate canal cross sections will be drainage, flood management, site constraints, and the Remediation Plan being developed by the WDNR.
- 4) Analyze canal width/bank stabilization options. The following alternatives shall be reviewed:
  - i) Revetment walls similar to Segment 1; minimize length of railings, reduced canal width to be determined;
  - ii) Retaining walls provided on both sides, with alternative wall design to be proposed; path to be constructed far enough from the walls such that railings are not necessary, canal width to be determined;
  - iii) No walls provided; construct mowable slopes on both sides of the canal; path to be constructed such that railing is not necessary;
- 5) Provide conceptual lighting;
- 6) Provide conceptual landscaping and other amenities;
- 7) Evaluate the feasibility of a small watercraft access at Adams Street, and within Segment 2.
- 4) Provide preliminary design of a pedestrian and bicycle trail adjacent to the canal with access connections; and allow for a segmented approach to the entire PROJECT;
- 8) Provide a passage of the path underneath the railroad structure.
- 9) The alternatives should consider options and/or construction phasing approaches which best utilize available funding.

Section II.I.(2) of the STANDARD PROVISIONS is deleted and replace with the following:

The Conceptual Canal Plans are expected to consist of the following:

- Project Overview – Single Sheet Schematic Drawing
  - Typical Sections for existing and for all alternatives
  - Cross Sections at critical locations for all alternatives
  - Plan Sheets on aerial mapping for all alternatives
  - Existing Right of Way, based on Columbia County GIS Data, will be shown on plan and profile sheets
  - Design Details as necessary to depict alternatives
- (8) The CONSULTANT shall prepare a Hydrologic / Hydraulic Evaluation to provide improved water flow and water quality given site constraints, area drainage, flood management, and the remediation plans being developed

by the WDNR for the canal. The evaluations will involve Sub-Watersheds E1 and E2 as defined in Figure 6.0 of the Stormwater Management Plan developed by General Engineering Company in January 2008.

- (a) Hydrologic Evaluations – Existing Conditions: Develop existing condition hydrologic models of Sub-Watersheds E1 and E2, given the background information described above and provided by the City; and simulate the 5-, 25-, and 100-year design events in order to determine the design peak discharges entering Portage Canal – Segments 1 and 2. It is assumed that individual pipeline / swale discharges within Sub-Watersheds E1 and E2 are not required, and will not be developed.
  - (b) Hydraulic Evaluations – Existing Conditions: Develop a HEC-RAS (hydraulic model) of the Portage Canal Segments 1 and 2 (existing condition), and develop simulated water surface profiles for the design events referenced above. It is assumed that the starting (downstream) water surface elevation will be an observed seasonal high water surface elevation provided by the City.
  - (c) Hydraulic Evaluations – Alternative Conditions: Develop an alternative Portage Canal Segment No. 2 cross-sections based on the desired minimum cross sectional area, and incorporate into an alternative conditions HEC-RAS model. Modify the proposed cross-section as needed to develop appropriate water surface elevations along Portage Canal Reach 1 and 2, given the range of design event discharges.
- (9) If Authorized by Written Notice from the MUNICIPALITY, the consultant shall:
- (a) HEC-RAS modeling for additional alternatives: Up to two additional canal cross section may be incorporated into the HEC-RAS model for comparison.
- (10) The CONSULTANT shall prepare preliminary Canal Repair and Restoration Plans for Segment 2. The Plan and Profile sheets for the preliminary canal repair and restoration plans for Segment 2 will be developed to a 1"=40' scale on the reduced size sheets. Cross Sections for the Preliminary Canal Plans will be at every 50 feet.
- (a) The CONSULTANT shall prepare preliminary Pedestrian and Bicycle Facility Plans for Segment 2. Consideration for access to Center Street shall be given.
  - (b) The CONSULTANT shall prepare conceptual Storm Sewer Plans for facilities in conflict with the Canal Plans for Segment 2. This also includes accommodations for private drainage. The conceptual storm Sewer Plan will be shown on the plan and profile sheets.

Analysis of the existing storm sewer flow rates is not included as part of this contract and would be considered "Extra Services".

- (c) The CONSULTANT shall make conceptual recommendations for sediment reduction prior to drainage reaching the canal in Segment 2. Evaluation of the feasibility of the recommendations would be considered "extra services".
- (d) The CONSULTANT shall prepare conceptual Landscaping and Amenities Plans, to be shown on the plan and profile sheets for Segment 2. Special consideration shall be given to low maintenance items.
- (e) The CONSULTANT shall prepare conceptual Lighting Plans, to be shown on the plan and profile sheets, for Segment 2. The Plans will indicate that the contractor will be responsible for the underground work and bases, while the MUNICIPALITY will be responsible for the remaining work.
- (f) Section II.I. (5) of the STANDARD PROVISIONS is modified as follows:

Plans for Minor Retaining Walls as defined in the MANUAL and pipe type structures in this CONTRACT shall be considered as special construction details of the preliminary Road Plans and not as Structure Plans.

## I. STRUCTURE PLANS

The CONTRACT shall include conceptual plans for two (2) bridge crossings of the canal. One bridge structure shall span the Wisconsin River Lock and connect Lock Street and the Tow Path Trail with an access point to Lock Street, the second bridge structure shall be provided in Segment 2 at Hamilton Street crossing of the Portage Canal. Cost estimates will be based on square foot prices for similar structures.

- (1) Conceptual bridge plans are defined to include typical bridge cross section, plan and profile views.
- (2) Bridge over Wisconsin River Lock:
  - (a) In the conceptual development of the plans for the bridge over the Wisconsin River Lock the CONSULTANT shall consider two alternatives; one that replicates the appearance of the historic bridge previously existing at this location, and another a pre-fabricated truss bridge. Geometric configurations may be evaluated to provide the best balance between practical construction considerations, right of way requirements, aesthetics, and cost considerations.

- (b) For the conceptual plan of the structure located in Segment 1, the CONSULTANT shall evaluate a new substructure located behind the lock walls which provides the appearance that the existing concrete levy walls are the abutments for the proposed bridge structure.
- (3) Pedestrian Bridge:
  - (a) In the conceptual development of the plans for pedestrian structure located at a cross street between Adams Street and the Railroad Overpass. A site review with the CONSULTANT and the MUNICIPALITY will be completed prior to development of conceptual plans to choose the preferred location. The CONSULTANT shall assume the structure type to be a pre-fabricated truss bridge. Geometric configurations may be evaluated to provide the best balance between practical construction considerations, right of way requirements, aesthetics, and cost considerations. The CONSULTANT shall utilize the design of the structural retaining walls in Segment 1 to evaluate cost in Segment 1.
  - (4) The CONSULTANT shall utilize the design of the structural retaining walls in Segment 1 to evaluate costs in Segment 2.

#### J. MEETINGS

- (1) The CONSULTANT shall hold an Operational Planning meeting to discuss the organization and processing of the services under this CONTRACT.
- (2) Progress meetings shall be held quarterly with the Portage Canal Ad Hoc Committee. Up to eight (8) meetings are anticipated. The CONSULTANT shall involve the DEPARTMENT in the meetings.
- (3) Meetings to discuss PROJECT concepts shall be held with the Portage Common Council. Approximately two (2) meetings are anticipated. The CONSULTANT shall involve the DEPARTMENT in the meetings.
- (4) The CONSULTANT shall coordinate all meeting schedules with the MUNICIPALITY and the DEPARTMENT.

#### K. SERVICES PROVIDED BY THE MUNICIPALITY OR DEPARTMENT

The MUNICIPALITY or DEPARTMENT will provide to the CONSULTANT the following for the PROJECT:

- 1. As-built plans, as may be available
- 2. Storm sewer map
- 3. Reports supplied with the Notice of Interest

4. Plans and other reports and documents from the first phase of design services:
  - Wetland Report
  - Design Files
5. Stormwater Management Plan
6. A list of utilities and utility contact information.

L. PROSECUTION AND PROGRESS

- (1) The CONSULTANT proposes to sublet these services to:
  - (a) Surveying Services to General Engineering Company (GEC).
  - (b) Historical Investigations to Commonwealth Cultural Resources Group, Inc. (CCRG).
- (2) Services under this CONTRACT shall be completed within 24 months. This assumes that the Environmental Report will be submitted to the DEPARTMENT by April 1, 2017.
- (3) The following items shall be completed and submitted to the DEPARTMENT by the indicated dates, if CONSULTANT has received the Notice to Proceed by June 1, 2015.

	<u>DATE</u>
Conceptual Design Report	October 1, 2015
Preliminary plans	December 1, 2015
Section 106 Form	October 1, 2016
Environmental Document	April 1, 2017

M. BASIS OF PAYMENT

- (1) For Authorized Services:
  - (a) For Canal Plans and Environmental Document performed by the CONSULTANT, \$215,802.87 based on a Lump Sum not to exceed.
  - (b) For Surveying Services subcontracted to General Engineering Company, the CONSULTANT'S actual cost paid to General Engineering Company based on General Engineering Company's estimated cost proposal of \$9,750.78.
  - (c) For Historical Investigations subcontracted to Commonwealth Cultural Resources Group, Inc., the CONSULTANT'S actual cost paid to Commonwealth Cultural Resources Group, Inc. based on Commonwealth Cultural Resources Group, Inc.'s estimated cost proposal of \$17,274.45.

(2) For HEC-RAS Modeling services to be authorized by Notice to Proceed:

(a) \$4,347.31 based on a Lump Sum not to exceed.

(3) For the CONSULTANT'S total costs, not including the services yet to be authorized, not to exceed \$242,828.10.

N. ACCESS TO RECORDS

Section V.E. of the STANDARD PROVISIONS is amended to include the following:  
The CONSULTANT'S record of the services provided under this CONTRACT will be available for inspection and copying at: 6808 Odana Road, Suite 200, Madison, WI 53719-1137.

**Consultant Individual Direct Labor Rates**

**ID 6996-05-27**

**Short Elliott Hendrickson, Inc.**

**City of Portage, Portage Canal**

**(Fox River to Wisconsin River)**

**Columbia County**

Employee Name(a)	Classification (b)	Current Rate(c)	Rate of Pay AFTER APRIL 2015 (1.7%)	Rate Of Pay AFTER APRIL 2016 (1.7%)	Rate Of Pay AFTER APRIL 2017 (1.7%)	% of Work At Current Rate	% Work After APRIL 2015	% Work After APRIL 2016	% Work After APRIL 2017	TOTAL %	FINAL Weighted Average Hourly Rate(V)
Jill Fehrman	Project Manager	\$ 58.56	\$ 59.56	\$ 60.57	\$ 61.60	10%	50%	40%	0%	100%	\$ 59.86
Dean Stodola	Lead Design Engineer	\$ 43.55	\$ 44.29	\$ 45.04	\$ 45.81	10%	50%	40%	0%	100%	\$ 44.52
Brian Boelter	Staff Engineer	\$ 26.87	\$ 27.33	\$ 27.79	\$ 28.26	10%	50%	40%	0%	100%	\$ 27.47
Gary Elias	Cad Technician	\$ 30.62	\$ 31.14	\$ 31.67	\$ 32.21	10%	50%	40%	0%	100%	\$ 31.30
Darren Fortney	Sr Planner	\$ 62.79	\$ 63.86	\$ 64.95	\$ 66.05	10%	50%	40%	0%	100%	\$ 64.19
Nate Day	Planner	\$ 32.96	\$ 33.52	\$ 34.09	\$ 34.67	10%	50%	40%	0%	100%	\$ 33.69
Marty Falk	Planner GIS	\$ 24.38	\$ 24.79	\$ 25.21	\$ 25.64	10%	50%	40%	0%	100%	\$ 24.92
Ryan Sauter	Enviornmental HazMat	\$ 36.84	\$ 37.47	\$ 38.11	\$ 38.76	0%	50%	50%	0%	100%	\$ 37.79
Natalie White	Lead Envior Wetlands	\$ 27.88	\$ 28.35	\$ 28.83	\$ 29.32	0%	50%	50%	0%	100%	\$ 28.59
Renee Wilde	Scientist Wetlands	\$ 26.20	\$ 26.65	\$ 27.10	\$ 27.56	0%	100%	0%	0%	100%	\$ 26.65
Rebecca Beduhn	GIS Wetlands	\$ 24.28	\$ 24.69	\$ 25.11	\$ 25.54	0%	100%	0%	0%	100%	\$ 24.69
Tom Sear	Sr WR Engineer	\$ 61.25	\$ 62.29	\$ 63.35	\$ 64.43	10%	60%	30%	0%	100%	\$ 62.50
Ryan VanCamp	WR Engineer	\$ 40.39	\$ 41.08	\$ 41.78	\$ 42.49	10%	60%	30%	0%	100%	\$ 41.22
Bill Kasch	WR Design Engineer	\$ 28.15	\$ 28.63	\$ 29.12	\$ 29.62	10%	60%	30%	0%	100%	\$ 28.73
Jeff Johnson	Sr Structural Engineer	\$ 67.35	\$ 68.49	\$ 69.65	\$ 70.83	10%	50%	40%	0%	100%	\$ 68.84
Chris Blum	Lead Structural Engineer	\$ 54.58	\$ 55.51	\$ 56.45	\$ 57.41	10%	50%	40%	0%	100%	\$ 55.79
Nathan Klopp	Structural Engineer	\$ 37.88	\$ 38.52	\$ 39.17	\$ 39.84	10%	50%	40%	0%	100%	\$ 38.72
Doug Forester	Structural Technician	\$ 40.38	\$ 41.07	\$ 41.77	\$ 42.48	0%	60%	40%	0%	100%	\$ 41.35
	Graphic Artist	\$ 31.11	\$ 31.64	\$ 32.18	\$ 32.73	0%	60%	40%	0%	100%	\$ 31.86
Kim Stanek	Accounting Clerk	\$ 31.08	\$ 31.61	\$ 32.15	\$ 32.70	10%	45%	45%	0%	100%	\$ 31.80
Jessica Rupplinger	Clerical	\$ 17.29	\$ 17.58	\$ 17.88	\$ 18.18	0%	50%	50%	0%	100%	\$ 17.73



## Fee Computation Summary by Engineering Task

**ID 6996-05-27**

**City of Portage, Portage Canal**

**Short Elliott Hendrickson, Inc.**

**(Fox River to Wisconsin River)**

**Columbia County**

Task	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee	Direct Expenses	Total
Design-Reports	748	\$1,964.82	\$3,438.44	\$343.84	\$204.00	\$5,951.10
Envir Imp-Contaminated Sites	765	\$1,511.60	\$2,645.30	\$264.53	\$120.00	\$4,541.43
Envir Imp-Environment Documents	767	\$18,296.67	\$32,019.17	\$3,201.92	\$1,572.00	\$55,089.76
Evaluate Environmental Issues	858	\$4,512.16	\$7,896.28	\$789.63	\$420.00	\$13,618.07
Proj Dev-Utilities/RR/Agency	746	\$3,874.97	\$6,781.20	\$678.12	\$444.00	\$11,778.29
Public Inf. Meetings & Hearing	743	\$5,764.71	\$10,088.24	\$1,008.82	\$1,486.60	\$18,348.37
Design-R/W-Plats Development	745	\$172.48	\$301.84	\$30.18	\$18.00	\$522.50
Prelim Design-General	741	\$11,283.05	\$19,745.34	\$1,974.53	\$1,547.00	\$34,549.92
Design-Cadds-Drafting	770	\$2,626.73	\$4,596.78	\$459.68	\$249.00	\$7,932.19
Signals And Lighting	785	\$117.54	\$205.70	\$20.57	\$12.00	\$355.81
Preliminary Structure Design	1001	\$8,191.75	\$14,335.56	\$1,433.56	\$540.00	\$24,500.87
Project Develop-Meetings	747	\$7,880.78	\$13,791.37	\$1,379.14	\$1,889.00	\$24,940.29
Project Dev-Admin/Coordination	740	\$4,586.76	\$8,026.83	\$802.68	\$258.00	\$13,674.27
						\$0.00
		<b>\$70,784.02</b>	<b>\$123,872.05</b>	<b>\$12,387.20</b>	<b>\$8,759.60</b>	<b>\$215,802.87</b>

<b>Overhead Rates</b>	Field	0.00%			
	Firm	175.00%		<b>Fixed Fee:</b>	<b>7.0%</b>
Fixed Fee Calculation Overhead Rate		150.00%			



## Consultant Contract Total Fee Computation

**ID 6996-05-27**

**Short Elliott Hendrickson, Inc.**

**City of Portage, Portage Canal**

**(Fox River to Wisconsin River)**

**Columbia County**

ID 6996-05-27	Original Contract	HEC_RAS Modeling for Two Additional Alts			Totals
	1844	If Authorized			
Number of Staff Hours	1844	46			1890
Total Direct Labor (\$)	\$70,784.02	\$1,439.08			\$72,223.10
Total Overhead Costs (\$)	\$123,872.05	\$2,518.39			\$126,390.44
Total Direct Expenses (\$)	\$8,759.60	\$138.00			\$8,897.60
Fixed Fee 7% (\$)	\$12,387.20	\$251.84			\$12,639.04
Subtotal	\$215,802.87	\$4,347.31	\$0.00	\$0.00	\$220,150.18
CCRG, Inc.	\$17,274.45				\$17,274.45
General Engineering Company (Survey)	\$9,750.78				\$9,750.78
Subcontract 3 (\$)					\$0.00
Subcontract Total (\$)	\$27,025.23	\$0.00	\$0.00	\$0.00	\$27,025.23
TOTAL COST	\$242,828.10	\$4,347.31	\$0.00	\$0.00	\$247,175.41

Fixed Fee amount determined as described in FDM 8-10-10



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This proposal contains pricing and other information confidential and proprietary to Commonwealth Cultural Resources Group, Inc. Disclosure of this proposal's contents to persons or organizations outside Short Elliott Hendrickson, Inc. and the Wisconsin Department of Transportation is not authorized without specific written permission of Commonwealth Cultural Resources Group, Inc. All technical specifications and costs in this proposal are valid for 90 days.

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**Date:** May 11, 2015

**To:** Jill Fehrman, SEH

**From:** Katie Egan-Bruhy *KEB*

**Subject:** Proposal - Architectural/Historic Investigations  
ID 6996-05-27  
Portage Canal (Wisconsin River – Fox River)  
Segment 2 (Adams St – CP Rail Bridge)  
City of Portage  
Columbia County

Commonwealth Cultural Resources Group, Inc. (CCRG) is pleased to present the following proposal for the architectural/history investigations for the proposed Portage Canal (Wisconsin River – Fox River) Segment 2 (Adams St – CP Rail Bridge), City of Portage, Wisconsin. CCRG understands the cultural resource surveys are being conducted pursuant to Sections 106 of the National Historic Preservation Act.

## **ARCHAEOLOGICAL INVESTIGATIONS**

For purposes of this proposal, it is assumed that additional archaeological investigation, exceeding the area surveyed under the initial environmental report, is not required. If required the work would be considered "extra services."

## **ARCHITECTURE/HISTORY INVESTIGATIONS**

### **Phase I Investigations**

CCRG will conduct background and archival research using the WHPD available through the WHS and resources at other appropriate institutions to establish the potential for significant architectural resources to be present in the project area. CCRG will follow the procedures set forth in the *Wisconsin Department of Transportation Facilities Development Manual* (FDM) and the *DHP Architecture-History Survey Manual*



to locate historic buildings and structures that could be affected by the project. CCRG will identify, photograph, and assess the NRHP eligibility of historic buildings, structures, sites, objects, and districts within the APE. Both individual properties and historic districts, if they exist, will be considered in the evaluation. For the purposes of this project the APE for the architecture/history survey will consist of all structures adjacent to the areas of new construction. For purposes of this proposal CCRG assumes that as many 20 surveyable properties will be located in the APE and that an Architectural History Survey Report will be required. CCRG further assumes that none of the properties will be recommended possibly eligible for the National Register and no Determinations of Eligibility will be recommended.

CCRG will document each above-ground resource determined to meet the minimum age guideline of 40 years or older by producing one or more 35 mm, digital photographs. Additional photographs depicting streetscapes and view sheds will be provided as needed to document the APE. Verbal notification of the survey results will be provided within five working days of completion of the fieldwork.

## **DOCUMENTATION FOR CONSULTATION AND MEMORANDUM OF AGREEMENT**

The Portage Canal (AHI # 16052) and the Wentworth Grain Elevator (AHI #30052) have been determined eligible for the National Register. Given that the Portage Canal will be altered by the proposed undertaking; CCRG will assist SEH in consulting with interested parties and preparing Documentation of Consultation and a Memorandum of Agreement (MOA) that will be required to address adverse effects to these historic properties. For purposes of this proposal, CCRG assumes that two meetings face-to-face meetings will be required to develop the Documentation for Consultation and negotiate the stipulations of the MOA.

## **DELIVERABLES**

Electronic draft copies of the archaeological and architectural/history survey reports, Documentation of Consultation, and MOA will be submitted to SEH for review and comment. Following receipt of comments, five copies of the final archaeological survey report, Architecture/History Survey form, Documentation of Consultation, MOA and Section 106 form will be submitted to SEH for their files and distribution to: the Region/WisDOT, the Environmental Services/WisDOT, and the DHP. In addition, the labeled photographs and a CD with digital images will be submitted for the DHP files. Finally, if an archaeological site is identified, copies of the archaeological field notes and the artifacts will be provided to a state-approved curation facility.

## **PERSONNEL QUALIFICATIONS**

CCRG will dedicate the following key personnel to this project. Further, the project archaeological field director and architectural historian assigned to the project will meet the professional qualifications standards of the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*.



## **Project Manager**

Dr. Kathryn C. Egan-Bruhy (Ph.D., Michigan State University) is currently Regional Director for CCRG's Wisconsin office and has over 25 years of cultural resource management experience in the Upper Great Lakes and Midwest. She has served as project manager or principal investigator on over 400 archaeological investigations in Wisconsin, Michigan, Illinois, Indiana and Minnesota and project manager for over 200 architecture/history investigations in Wisconsin and Minnesota. She has twenty years' experience working with the Wisconsin DHP and Burial Site Preservation Office and is registered with the WHS as a "Qualified Archaeologist" for excavating of human remains. In addition, she has twenty years of experience coordinating cultural resource investigations with the Environmental Services/WisDOT.

## **Architectural Historian**

Mr. Greg Rainka has more than six years' experience with other historic preservation and environmental consulting firms. He has served as an architectural historian, cultural resources specialist, preservation planner, and project manager, and exceeds the Secretary of the Interior's Professional Qualification Standards for History and Architectural History. His career experience includes work in twelve states in the West, Midwest, and South. His job responsibilities have primarily included documenting and facilitating project compliance with federal and state historic preservation and environmental laws and regulations. He has completed numerous historic and cultural resource studies on a broad range of residential, commercial, industrial, agricultural, military, and tribal property types, as well as engineering resources such as power generation facilities, water control structures, roads, railroads, and bridges. From 2012 to 2015, Mr. Rainka was a contract staff historian for the Wisconsin Department of Transportation (WisDOT). In that role, he reviewed compliance documentation for WisDOT projects and worked directly with the State Historic Preservation Office (SHPO) to complete the compliance process. He was also responsible for planning WisDOT's annual training for architecture/history consultants. Mr. Rainka's work experience also has included completing National Register of Historic Places nominations and HABS/HAER reports; participating in statewide contextual studies and historic bridge and road inventories; and preparing historic structures reports, historic property maintenance plans, and agreement documents.

## **SCHEDULE**

Weather permitting, the architecture/history survey will begin within 10 business of receiving authorization to proceed. Further, CCRG proposes to prepare a draft Phase I report within 30 business days after the completion of the fieldwork. The Documentation of Consultation and MOA will be prepared within 20 business of negotiation of stipulations for mitigation of adverse effects. The final reports and a copy of the Section 106 form will be submitted within 5 business days of receiving comments from SEH. Should this schedule not meet the needs of SEH, CCRG will negotiate a modified schedule to better serve your project needs.

## **COST**

Based on the information provided by your office, CCRG assumes that the architectural/history survey will be conducted of 20 properties within the APE. We further assume that other than the properties that were formerly found NRHP eligible, none will be recommended possibly National Register eligible and that no DOEs will be required. Based on these estimates and assumptions, we propose to complete the architectural/history Phase I investigations and reporting, consultation and development of the MOA to



address adverse effects to the National Register listed Portage Canal for a cost of \$17,274.45. Billing will be on a cost plus estimated fixed fee basis. Attached is a breakdown of costs.

Please note that this cost does not include preparation of DOEs or activities associated with compliance with the stipulations of the MOA.

**Architectural/History Investigations  
 Portage Canal**

<b>DIRECT LABOR</b>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Cost</u>
Egan-Bruhy/Project Manager & QA/QC	64	\$38.15	\$2,441.60
Rainka/Architectural-Historian	200	\$23.25	\$4,650.00
Meyer/Field Coordinator	4	\$19.90	\$79.60
Hulit/GIS-Graphics	14	\$20.10	\$281.40
Labor Totals	282		<b>\$7,452.60</b>
<b>INDIRECT COSTS/GENERAL AND ADMINISTRATIVE</b>			
(Total Labor X Provisional Rate of 0.9886%)			\$7,367.64
Subtotal Labor + Indirect Costs			\$14,820.24
<b>FIXED FEE</b> (Estimated labor X 2.5 X 7.0)			\$1,304.21
<b>NON-LABOR DIRECT COSTS</b>			
7 Night(s) Lodging @ \$77.00/Night			\$539.00
7 Days Per Diem @ \$38.00/Day			\$266.00
600 Miles @ \$0.575/mile			\$345.00
Subtotal Non-Labor Direct Costs			<b>\$1,150.00</b>
<b>TOTAL COSTS</b>			<b>\$17,274.45</b>

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



*Engineers • Consultants • Inspectors*

608-742-2169 (Office)  
608-742-2592 (Fax)  
[gec@generalengineering.net](mailto:gec@generalengineering.net)  
[www.generalengineering.net](http://www.generalengineering.net)

COST ESTIMATE  
Wisconsin DOT PROJECT ID 6996-05-27  
City of Portage, Portage Canal  
(Fox River to Wisconsin River)  
Non Highway  
Columbia County

A. Direct Salary Costs

Person	Rate	Hours	Cost
Principal	\$43.60	2	\$87.20
Registered Land Surveyor	\$32.21	16	\$515.36
Engineering Technician II	\$20.00	55	\$1,100.00
Engineering Technician II	\$19.50	55	\$1,072.50
Engineering Technician III	\$21.50	41	\$881.50

A. \$ 3,656.56

B. Direct Charges

None

B. \$ 0

C. Indirect Costs

Overhead is 149.22% of Direct Labor (A)

C. \$ 5,456.32

D. Fixed Costs

Profit Fee is 7% of Items (A) and (C)

D. \$ 637.90

E. Total Cost Estimate

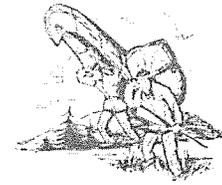
Total Cost Estimate

E. **\$ 9,750.78**



# CITY OF PORTAGE

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



*'Where the North Begins'*

## MEMORANDUM

To: Finance Committee  
From: Bob Redelings, City Engineer *BR*  
Subject: Construction Staking for 2015 Street and Utility Reconstruction Projects  
(W. Marion Street and E. Franklin Street)  
Date: May 7, 2015  
C.C.: Shawn Murphy, City Administrator  
Bill Tierney, Mayor

The City of Portage requested proposals from 3 consulting engineering firms to provide construction staking for the reconstruction of the 300 block of W. Marion Street and the 100 block of E. Franklin Street and associated utility replacement.

Three Proposals were received for the Services. The engineering proposals are summarized as follows:

<u>Proposer</u>	<u>Location</u>	<u>Not to Exceed Fee</u>
General Engineering Company (G.E.C.)	Portage, WI	\$6,100
Ayres Associates	Madison, WI	\$4,800
Grothman Associates	Portage, WI	\$9,650

Based on past performance on similar projects, the Public Works Department recommends award of the engineering services contract to G.E.C. in the amount of \$6,100.

## **MEMORANDUM OF UNDERSTANDING**

### **To Clarify Ownership, Maintenance and Operational Responsibilities For the Portage Public Library Facility**

(2/9/15)

This Memorandum of Understanding (MOU) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 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 the Portage Public Library, a member of the South Central Library System located at 253 W. Edgewater Street ("Library"). Collectively these entities will be referred to as the "Parties". This MOU shall clarify roles and responsibilities of each party in the continued operation of the library and more specifically, the ownership, maintenance, operation and replacement of the Library Building and Grounds. For purposes of this MOU, "Building" shall mean the entire structure located at 253 W. Edgewater Street including the major building systems (HVAC, plumbing, electrical, fire alarm, and fire sprinkler) and "Grounds" shall mean the lawn, landscaping and walks directly adjacent to the Building. The public sidewalks, alley and parking lot are not included.

The City and the Library value a strong partnership in providing to the residents and visitors of Portage, a free and accessible public library that plays a critical role as a resource, meeting area, custodian of information and history in a safe and comfortable environment. The City and Library, their employees, agents and their affiliated agencies and foundations have continually demonstrated a willingness to cooperate and collaborate on funding, provision of services and programs as well as maintenance, operation and repair of the Library Building and Grounds.

Chapter 43, Wis. Stats provides that the City shall annually levy and allocate funds to the control of the Library Board for their exclusive use in the operation of the Library Building and Grounds. It is recognized that the City is the owner of the Library lands and Building in which responsibility for their maintenance and upkeep are remanded to the custody of the Library Board. The Library Board shall be responsible for the annual development and submittal of a budget to the City that shall include all expected expenses and revenues associated with the insurance, maintenance, operation and repair of the Library Building and Grounds.

The City and Library shall cooperate with respect to capital improvements, replacements and repairs to the Building and Grounds. For purposes of this MOU, Capital improvements shall mean equipment, repairs or improvements (including additions) with a cost in excess of \$10,000 and expected life in excess of 5 years. The Library, as a department of the City shall submit proposed capital expenditures for Building and Grounds for consideration by the City during the annual budget process. Such capital expenditure submittals shall contain a summary of explored alternate funding sources in addition to City funding. Such alternative funding sources shall include, where applicable, fund raising, donations, (in-kind or otherwise), grants, reserve and restricted funding. The City shall consider and responsibly fund such requests

within the context of compliance with statutory and City budgetary requirements and conditions.

Unexpected repairs or replacements (whether eligible for insurance reimbursement or not) to the Building and Grounds as a result of equipment failure, weather, acts of God, vandalism, or other occurrence that will or may result in the immediate disruption of services or programs, endanger the safety of employees and users of the Library, or its safe and efficient operation shall be considered initially a Library expenditure with subsequent consideration by the Common Council for a budget amendment/reallocation to fund such repair/replacement as requested by Library Board. Such approval by the Common Council to fund repair/replacement shall not unreasonably be withheld.

If any term or other provision of this MOU is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this MOU shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this MOU if necessary, so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

This MOU shall remain in effect in perpetuity or terminate upon one of the following occurrences:

1. Upon dissolution, disbanding or other discontinuation of one of the Parties;
2. By mutual agreement of both parties.

Accepted and approved this \_\_\_\_ day of \_\_\_\_\_, 2015

**For the City:**

**For the Library:**

\_\_\_\_\_  
W.F. Bill Tierney, Mayor

\_\_\_\_\_  
Addie Tamboli  
Library Board President

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

\_\_\_\_\_

**City of Portage  
Plan Commission Meeting  
Monday, May 18, 2015, 6:30 p.m.  
City Municipal Building, 115 West Pleasant Street  
Conference Room Two**

Members present: Mayor Bill Tierney, Chairperson; Robert Redelings, City Engineer, Jan Bauman, Mike Charles, Carolyn Hamre, Brian Zirbes and Peter Tofson

Others present: Administrator Murphy, Director Sobiek; Bill Welsh, Craig Sauer, Jared Pearson, Tim Raimer, Suzanne Clark, Mark McClung, Mark H. Bennett, Dick Oehlhot, Jeron Scanlon, Dan Huebner, Marcia Huebner, Joseph Schesny, Susan Schesny, Michael L. Gladem, Brad Veith, Tracy Veith, Travis Teuber, Brenda Yarkal, Dick Shlep, Tim Cleary, Debbie Larson, Leroy Swiecichowski, Elizabeth Bellmore, Linda Riggs, Peggy Joyce, and Callie Schneiderwind.

**Public Hearing - 6:20pm**

To consider issuing a conditional use permit (CUP) to Activate Church.tv for a church or ministry facility on parcel 1603 at 324 West Franklin Street, Portage, Wisconsin.

Mayor Tierney read the public hearing notice aloud and the Director of Business Development and Planning provided the staff report. The City received six inquiries by phone and in person. Four were opposed, one was unsure, and one indicated they would organize the neighborhood. Additional written comments addressed to the Plan Commission and Alder Mike Charles were received and distributed opposing the CUP from Richard and Doreen Wentland, Susan and Joseph Schesny, and Brad Veith.

Mayor Tierney asked if there was anyone present who wished to speak in favor of the petition.

Callie Schneiderwind expressed support for approving the CUP indicating Activate Church provides needed support for those individuals experiencing domestic violence.

Linda Riggs, a neighbor, spoke in favor of granting the CUP.

Elizabeth Bellmore expressed support for approving the CUP as she supports and has attended Activate Church.

Mayor Tierney asked 2 more times if there was anyone else present who wished to speak in favor of the petition. Hearing none, he asked if there was any one present who wished to speak against the petition.

Mark Bennett, Attorney, representing neighbor Dick Oehlhot, spoke and urged denial of the CUP application, citing alley parking issues caused by Activate Church that negatively impact Mr. Oehlhot who is handicapped.

Susan Schesny spoke and expressed opposition to the CUP application.

Tim Raimer spoke and urged denial of the CUP application, citing parking and traffic issues.

Tim Cleary, a neighbor, spoke against CUP approval citing negative impacts on the neighborhood.

Dan Huebner, owner of a neighboring home, spoke against approving the CUP application, citing several code violations he noted in a memo to the Commission. He also handed out Police reports attributed to 324 W. Franklin Street. He stated also noted several Code violations at 324 W. Franklin Street, including no handrail on the third floor stairway, no second egress to grade from the third floor if there is a bedroom. He also stated that other City Code requirements are not being met, including an off street loading zone for church activities where children make up the majority of attendees, and a minimum of six parking spaces be provided. He further noted there is no ADA handicapped accessibility to the structure. He also noted that Church services are held in an accessory building, the garage, another violation of City Code. In addition, he noted that City Code requires a minimum of 50 feet between the church's structure and a residentially zoned property line. The distances between the home and garage and the residential property lines **are only about 12 feet.**

Peggy Joyce, a neighbor, spoke against approval indicating allowing Activate Church to operate would hurt neighbors' ability to sell their homes, including hers. She also took issue with the church's effort to have the property designated as property tax exempt.

Suzanne Clark, spoke against, citing a potential drop in property values that might result in difficulty selling her home in the future.

Travis Teubert, a neighbor, spoke against CUP approval noting traffic issues.

Mayor Tierney asked 2 more times if there was anyone present who wished to speak against the petition. Hearing none, he asked if the applicant, Mr. Pearson, would like to speak and respond to any of the previous statements made regarding the petition.

Jared Pierson indicated he would and said he knew nothing about the Police reports attributed to 324 W. Franklin Street, questioning their accuracy. He indicated he thought he was following proper procedure and doing the right thing in order to operate a church in the home and property he purchased.

Mayor Tierney declared the Public Hearing closed at 7:20pm.

### **Regular Meeting - 7:20pm**

**1. Roll call**

**2. Approval of minutes from previous meeting.**

Motion by Charles, second by Tofson to approve the minutes. Motion passed 6 to 0 on call of the roll. Bauman abstained.

**3. Discussion and possible action on a conditional use permit to Activate Church.tv to operate a church or ministry facility on parcel 1603 at 324 West Franklin Street, Portage, Wisconsin.**

Jared Pierson outlined the activities of Activate Church, indicating they are greatly benefiting the community. The mentoring and other activities his ministry provides individuals are not being provided by any other organization, thereby benefitting the city by putting challenged and previously unemployed individuals back to work to pay taxes and be productive.

He indicated he initially met with a City staff person at City Hall in late 2014 prior to purchasing the home, and that that staff person indicated that he could fill out and submit 'the paperwork' required after the home was purchased. He stated he thought he was following the right procedure outlined by City staff.

After Mr. Pearson bought the home at 324 W. Franklin he indicated he was told by the Police to consult the City on any permitting that was required. Shortly after that, Mr. Pearson indicated he met with the City's Director of Business Development and Planning who informed him that he needed to have an approved conditional use permit to operate a church on the parcel.

Mr. Pearson asked the Commission to grant Activate Church's application for a conditional use permit.

Mayor Tierney indicated his concern that City staff may have given the applicant erroneous information regarding City requirement to legally operate a Church according to City Code.

Mr. Pearson indicated he would be happy to share the individual's name that he initially spoke with at City Hall after the meeting.

Mayor Tierney indicated he would look into this to determine, if, in fact, City staff had given the applicant erroneous advice.

Callie Schneiderwind urged support for the conditional use permit approval, citing her personal experience as a domestic violence victim in need for support and shelter.

Director Redelings indicated that he met with Mr. Huebner and that he shared a number of City Code requirements that were not being met relative to a Church operation at 324 W. Franklin Street, including a 50 foot separation between structures and adjoining residentially zoned property lines, an off street loading zone for children, and one parking space for every five seats at maximum capacity.

Director Redelings subsequently visited 324 W. Franklin and noted that there was 23 feet of separation between neighboring houses on the east and west. Section 90-57 states a minimum of 50'. He also noted there is no off street parking from Franklin St., but there are two double garage doors off the alley with two spaces between the garage doors and the alley. One could argue there's a total of 6 off street parking spaces. He indicated it is doubtful that any of these spaces would be available for church functions since they were built to serve the residence(s) prior to any other use being considered.

Hamre indicated that while Activate Church is doing great things for the community, the detrimental impact on property values and the neighborhood, as well as parking and traffic, argue against approving the CUP application.

Bauman noted that the applicant's statement of justification contained in the CUP application notes lots of usage nearly every day that will impact the neighborhood.

Zirbes stated that it would appear that Activate Church's activity would classify the use as a community living arrangement.

Mayor Tierney indicated that he visited the premises and was surprised at the number of individuals living in the home and that he was opposed to approving the CUP application due to the numerous Code violations noted during the hearing and meeting.

Tofson expressed concern that City staff may have given Mr. Pearson incorrect information regarding operating a church/ministry facility on the parcel before he purchased it. He also indicated he is a former neighbor of Mr. Pierson and has seen the church's positive work benefitting the community, firsthand.

Motion by Charles, second by Redelings to deny the Conditional Use Permit for Activate Church.tv. Motion passed 7 to 0 on call of the roll.

Mayor Tierney asked Mr. Pierson what timetable would be needed to comply with City Code and move the Church's meetings to another facility and the home's non-related residents to other living arrangements.

Mr. Pierson indicated he was unable to give the Mayor an answer.

Mayor Tierney directed staff, including the Director of Business Development and Planning, to work with the applicant in finding an alternative meeting place and assist in relocating the home's non-related residents, and report back at the July meeting.

#### **4. Discussion and possible action on revisions to sign ordinance**

Mayor Tierney indicated there would be an opportunity for public comment and input on the proposed sign ordinance revisions at the June Plan Commission meeting.

Director Sobiek reviewed the latest sign ordinance revision draft, including the addition of a mural definition; exempting murals from permitting if not containing advertising; reducing maximum commercial sign size in the interchange business overlay district within 500 feet of a residential zoning district to the base 300 square feet in area, from the previous 500 square feet, plus lot frontage formula; and allowing four signs totaling no more than 65 square feet for construction signs.

Hamre urged removal of the new draft provision that would not allow signs on vehicles, commenting that residents would not be allowed to show support for school athletics or sports teams, other sports teams, or political candidates.

Tofson suggested a provision allowing existing non-conforming signs a ten year window before Code compliance is required.

Mayor Tierney urged common sense treatment of language that might limit flying of flags to flag poles and suggested inclusion of a requirement to follow flag etiquette when flying or displaying flags.

Tofson requested that future sign revision drafts include page and line numbering to make it easier to review and identify sign revisions.

Tofson urged inclusion of design standards in the sign ordinance revision.

Administrator Murphy indicated it would be appropriate to incorporate design standards into a new sign ordinance as a next generation sign revision effort within the next several years.

It was the consensus to have Staff draft design standard revisions to the sign ordinance in two years.

Tofson questioned the new wind load requirements that exceed State standards.

Staff will review this new wind load language and report back at the next meeting regarding the rationale for exceeding the State standard in this regard.

Director Sobiek indicated it was a reflection of new industry safety standards, coupled with State wind maps showing increased wind flow and wind shear in this region of the state.

It was the consensus to schedule a public information meeting on the sign ordinance revision. The Plan Commission can then schedule further review and consider action of the sign ordinance revision in either June or July.

## **5. Discussion and possible action on Pflanz Funeral Home parking lot plan**

Engineer Redelings indicated this parking lot plan was initially reviewed by the Commission in October and the applicant subsequently submitted the required site plan information requested at that meeting, including landscaping, lighting plan with photometrics, grading plan and drainage patterns, for approval.

Redelings also indicated that due to the lack of space and because this is a redevelopment, he recommends a fee in lieu of storm water detention.

Tofson commented that the handicapped parking space on the site plan did not meet code requirement.

Zirbes indicated that he would like to see better internal flow of traffic in the parking lot.

Commissioners discussed the concept of eliminating vehicle egress onto Wisconsin Street and allowing cars to exit through the alley, as well as allowing vehicle circulation on the northern end of the parking lot. Also discussed was the concept of limiting egress onto Wisconsin Street to only right turns and no left turns allowed. Closing both ingress and egress to the parking lot from Wisconsin Street with ingress and egress allowed through the alley was also discussed.

Director Sobiek stated that the landscaping plan met Code requirements and lighting photometrics provided safe lighting for the parking lot.

Tofson expressed his concern that the clay cap installed during the environmental cleanup of the site not be disturbed by the project.

Motion by Zirbes, second by Redelings to deny approval of the parking lot expansion plan submitted by Pflanz Funeral Home. Motion passed 5-2 on a call of the roll with Redeling, Charles, Tofson, Hamre, Zirbes voting yes, and Tierney and Bauman voting no.

The applicant was directed to work with staff to address concerns and resubmit the parking lot plan for action at a future meeting.

**6. Old Business**

**Update on Mueller's State Road 33 Zoning Amendment.**

Director Redelings reported on the recent meeting that he and Administrator Murphy had with the applicant.

**Traffic Study for New Pinery Road and Hiawatha Intersection.**

Director Redelings indicated that the traffic study requested by the Commission needs to be budgeted for before moving ahead.

**7. Adjournment.**

Motion by Charles, second by Tofson to adjourn. Motion passed 7 to 0 on call of the roll. The meeting concluded at 9:07 p.m.

Respectfully submitted

Steven Sobiek,  
Director, Business Development and Planning

## ORDINANCE NO. 15-008

### ORDINANCE RELATIVE TO MOTOR VEHICLES & TRAFFIC

#### Chapter 50, Article II - Controlled Intersections; Street Traffic Regulations

The following sections of this Article shall be amended to read as follows:

#### **Sec. 50-32. - Through streets designated.**

In the interest of public safety and pursuant to Wis. Stats. § 349.07, the following streets or portions thereof set forth in this section are declared to be through highways, and traffic signs or signals giving notice thereof shall be erected by the city in accordance with [section 50-3](#):

(48) *School Road*. Stop signs at:

- a. Dorn Drive.
- b. Pine Ridge Court.
- c. Winnebago Avenue.

(55) Winnebago Avenue. Stop signs at:

- a. Minnehaha Avenue.

(56) Woodcrest Drive. Stop signs at:

- a. Oakridge Drive.

(57) E. Howard Street. Stop signs at:

- a. Jackson Street

(58) Latton Lane. Stop signs at:

- a. Deerfield Street

**Sec. 50-38. - Yield right-of-way intersections.**

The operator of a vehicle when approaching any of the following intersections at which has been installed a yield right-of-way to other vehicles which have entered the intersection from an intersecting highway or which are approaching so closely on the intersecting highway as to constitute a hazard or collision and, if necessary, shall reduce speed or stop in order to yield:

<u>Traffic On</u>	<u>Shall Yield to Traffic On</u>
Minnehaha Ave	Yellowstone Ave
Hiawatha Ave	Yellowstone Ave
Sue Ellen Lane	Karla Court
Houston Street	Dorothy Drive
Locust Court	Highland Avenue
LaMoure Street	Herman Street
Forest Hill Drive	Morning Star Drive
Reid Street	West Albert Street

This Ordinance shall take effect upon passage and publication thereof.

Passed this \_\_\_\_\_th day of May, 2015.

\_\_\_\_\_  
W.F. "Bill" Tierney, Mayor

Attest:

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

First and second readings:  
Published:

Ordinance requested by:  
Legislative and Regulatory Committee

**ORDINANCE NO. 15-009**

**ORDINANCE RELATIVE TO MOTOR VEHICLES & TRAFFIC**

**Chapter 50, Article II - Controlled Intersections; Street Traffic Regulations**

The following Section is hereby repealed and recreated to read as follows:

**Sec. 50-35. - One-way traffic.**

The following streets and alleys are hereby declared to be one-way, so that traffic goes only in one direction. It shall be unlawful for any person to drive on any of the following streets or alleys against the designated flow of traffic:

- (1) *Alleys 46 and 47 in Blocks 240 and 251, respectively of J.J. Guppey's Plat.* From Main Street to Chamber Parking Lot, traffic shall move in only a westerly direction.
- (2) *Alley 56 in Block 244 of the city plat.* From Wisconsin Street to Lock Street, traffic shall flow only in a westerly direction.
- (9) *Alleys 57 and 58 in Blocks 245 and 252 respectively, of J.J. Guppey's Plat.* From Marachowsky Place to DeWitt Street, traffic shall move in only a westerly direction.
- (10) *Alley in Block 244 of the city plat. From W. Cook Street to Alley 56, traffic shall only move in a southerly direction.*
- (11) *Alley 37 in Block 238 of J.J. Guppey's Plat.* From Clark Street to West Wisconsin Street, traffic shall only move in a westerly direction.

All other sections shall remain as previously adopted. This Ordinance shall take effect upon passage and publication thereof.

Passed this \_\_\_\_th day of \_\_\_\_, 2015.

\_\_\_\_\_  
W.F. "Bill" Tierney, Mayor

Attest:

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

First and second readings:

Published:

Ordinance requested by:

Legislative and Regulatory Committee



Strand Associates, Inc.<sup>®</sup>  
910 West Wingra Drive  
Madison, WI 53715  
(P) 608-251-4843  
(F) 608-251-8655

Task Order No. 15-01  
City of Portage, Wisconsin (OWNER)  
and Strand Associates, Inc.<sup>®</sup> (ENGINEER)  
Pursuant to Technical Services Agreement dated December 1, 2011

**Project Information**

Services Description: Permitting Assistance for the Portage Wastewater Treatment Plant (WWTP)

**Scope of Services**

ENGINEER will provide the following services to OWNER:

1. Review the public notice documents, including the draft permit, fact sheet, and water quality-based effluent limits (WQBEL) memorandum along with readily available (Internet-based) receiving stream data.
2. Prepare a draft public comment letter on behalf of OWNER for review by OWNER staff and incorporate OWNER’s review comments into the letter, as appropriate.
3. Prepare a final public comment letter for OWNER to print on its letterhead and submit to the Wisconsin Department of Natural Resources.

**Compensation**

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee not to exceed \$3,000.

**Schedule**

Services will begin upon execution of this Task Order, which is anticipated on May 18, 2015. Services are scheduled for completion on May 1, 2016.

**TASK ORDER AUTHORIZATION AND ACCEPTANCE:**

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.<sup>®</sup>

CITY OF PORTAGE

\_\_\_\_\_  
Matthew S. Richards  
Corporate Secretary

Date

\_\_\_\_\_  
W.F Bill Tierney  
Mayor

Date

**RESOLUTION NO. 15-028**

**RESOLUTION RELATIVE TO FEE SCHEDULE**

**WHEREAS**, the City of Portage previously adopted a Fee Schedule, Resolution No. 15-010, dated February 26, 2015; and

**WHEREAS**, attached to this Resolution is a list of revisions to sewer utility fees prescribed by the Code of Ordinances.

**NOW THEREFORE IT IS HEREBY RESOLVED** by the Common Council of the City of Portage that the attached revisions are hereby adopted and shall be incorporated into the Official Fee Schedule placed on file with the City Clerk.

**DATED** this 28th day of May, 2015.

\_\_\_\_\_  
W.F. "Bill" Tierney, Mayor

Attest:

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

Resolution requested by:  
Finance/Administration Committee



**RESOLUTION NO. 15-029**

**RESOLUTION RELATIVE TO PROCUREMENT POLICY**

**WHEREAS**, the City of Portage previously adopted a Procurement Policy on May 30, 2013; and

**WHEREAS**, attached to this Resolution is a revised Procurement Policy as recommended by Finance and Administration Committee.

**NOW THEREFORE IT IS HEREBY RESOLVED** by the Common Council of the City of Portage that the attached Procurement Policy is hereby adopted and shall become effective from this date forward.

**DATED** this 28th day of May, 2015.

\_\_\_\_\_  
W.F. "Bill" Tierney, Mayor

Attest:

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

Resolution requested by:  
Finance/Administration Committee

## **City of Portage Procurement Policy**

(Rev 5/11/15)

### **Objectives:**

1. To obtain goods and services at the lowest possible price consistent with quality and performance.
2. To ensure that materials, services and equipment are available to operating units on a timely basis.
3. To provide an internal control process over city expenditures.
4. To provide a standardized system for purchases by all departments.
5. To ensure the City of Portage purchases are in compliance with federal and state laws and local ordinances regarding non-discrimination, equal opportunity and conflict of interest.
6. To maximize the value of public expenditures.
7. To encourage local vendors to compete for city purchases.

### **Scope:**

All departments and utilities of the city are required to comply with the procurement policy.

### **Section I: Purchasing Thresholds**

The following procedure pertains to all city purchases using budgeted funds, except for Public Construction Projects which shall comply with Section II D. If funds are not appropriated then no purchase shall be completed until the City Council appropriates the necessary funding upon recommendation by Finance and Administration Committee. All purchases of \$1,000 or greater must be preceded by a Purchase Request Form submitted to the City Treasurer.

Budgeted purchases by employees up to \$499 in any department are authorized. Invoices for such purchases shall be submitted to the Deputy Clerk by the end of the following work day after receipt. Department Heads may authorize budgeted purchases of \$500 to \$999 made by a subordinate.

Budgeted purchases between \$1,000 and \$4,999 in any department are approved by the appropriate Department Head and made only after completion and approval of a Purchase Request Form submitted to the City Treasurer. Invoices are then submitted to the Deputy Clerk by the end of the following work day after receipt.

Budgeted purchases of \$5,000 or more may occur upon approval by the Department Head and the City Administrator after confirmation of compliance with this Policy and completion of a Purchase Request form. Invoices are then submitted to the Deputy Clerk by the end of the following work day after receipt.

- A. Finance and Administration Committee shall review budgeted purchases only if one or more of the following circumstances are present:
1. Upon review of the bids or quotes received pursuant Section II it is determined that such bids exceed the appropriated funding or do not comply with bid specifications.
  2. In the opinion of a Department Head, City Administrator or Mayor, any questionable or irregular practices, communication(s) or event(s) occurred during the advertising, solicitation or receipt of bids, quotes or proposals that tainted or perceived to have tainted the competitive bid process.
  3. The budgeted project, equipment or service purchase or the circumstances, or urgency pertaining to the proposed project, equipment or service have changed, altered or are no longer available since funding was appropriated.
  4. The recommended award is not the lowest, eligible bid.

Vehicle purchases that have been budgeted and are purchased under a competitive purchasing agreement such as through the State of Wisconsin are exempt from the dollar threshold and additional bidding procedures.

## **Section II: Purchasing Procedures**

- A. Competitive sealed bids are required for an individual purchase or purchases in the aggregate that exceed \$15,000. Sealed bidding requires specifications with sufficient detail and information so as to ensure fair competition. If the existing staff does not possess the expertise to create specifications or if the estimated cost to create specifications exceed 20% of the estimated project costs and the project can be successfully completed using only general specifications than the sealed bid requirement may be waived. Per a request of the Department Head the City Treasurer and City Administrator must approve waiving the sealed bid requirement. Less than three bids for all competitive sealed expenditures must be documented with a written explanation.
- B. Competitive written quotes are required for an individual purchase or purchases in the aggregate that exceed \$5,000. Every effort will be made to receive three quotes from qualified vendors. All quotes must be documented on the Purchase Request form.
- C. Competitive oral quotes are required and must be recorded for all individual purchases between \$1,000 and \$4,999.
- D. Public Construction Contracts. The City shall follow the bidding procedures for construction contracts as defined in Wisconsin State Statutes 66.0901. The appropriate standing Committee shall review required bids and make a

recommendation to Council. However, Finance & Administration Committee shall also review the recommendation prior to Council action if one or more of the circumstances listed under Section 1 A occur.

1. Contract Change Orders (CCO). CCO's shall require Council approval upon recommendation of original committee that recommended approval of the bids, except as follows:
  - a. For construction contracts, City Engineer or Department Head has the authority to approve CCO's that increase original contract award by a maximum aggregate amount of 15% or the budgeted amount, whichever is less, with subsequent report to the original committee that recommended approval of the bids. CCO increases that result in project exceeding original budget shall require Finance & Administration Committee recommendation in addition to original committee recommendation and Council approval. CCO's that modify the project scope or increase completion deadline, regardless of dollar amount shall require Council approval upon recommendation of the original committee that recommended approval of the bids.
  - b. Emergency CCO. City Engineer or Department Head has the authority to approve CCO's under emergency circumstances (defined as those requiring immediate action to avoid a serious work stoppage, delay and/or extra costs or those having the ability to cause damage to public/private properties or adversely impact public safety) with subsequent report to the original committee that recommended approval of the bids and Council.
  - c. CCO's that result in a decrease in the contract award (without modifying the project scope) may also be approved by the City Engineer or Department Head with a subsequent report to original committee that recommended approval of the bids and Council.
  
- E. Emergency Purchases. Under emergency conditions, purchases may be made by the Department Head or his designee. A purchase requisition shall be submitted to the City Administrator based on the purchase threshold, as soon as practical. Emergency conditions are defined as purchases necessary to protect and ensure public safety and to protect against excessive damage.
  
- F. Professional Services. Where the cost of service is estimated to exceed \$10,000 a Request for Proposal shall be prepared. Solicitation of proposals may be by general advertising, placing a notice in a publication likely to be viewed by the profession, posting on the City website along with other websites commonly used for sale and/or purchase of goods and services by municipalities and businesses, solicited by direct mail or phone, or any combination or method that will be received or viewed by the profession or service provider for which the proposal is intended.

Professional services that are estimated to cost between \$5,000 and \$10,000 may be purchased by competitive negotiation with oral quotes recorded.

Professional services estimated to cost less than 5,000 may be purchased from a sole source provider by a Department Head with approval of the City Administrator.

### **Section III: Budgetary Controls**

A Purchase Request Form for planning purposes for all purchases of individual items and purchases for items that in the aggregate are estimated to exceed \$5,000 in the budget year is required to be completed and submitted to the City Treasurer at the same time as budget requests for the succeeding year are made. A proposed schedule projecting dates or purchase(s) must be included.

A Purchase Request Form must be submitted requesting authorization for purchases that exceed \$1,000. No purchase can be made without sufficient appropriated funds being available, unless for emergency purchases per Section II E.

If the category of expenditures is exceeded, the Department shall provide a report to the Finance Committee with recommendations for re-allocation for the total projected expenditure, if necessary. In no case shall personnel expenditures be used for any non-personnel expenditures and in no case shall non-personnel expenditures in the operating budget be allocated to personnel expenditures. Expenditures shall not be allocated between departments or between functions in the same department without Council authorization via a budget amendment resolution.

### **Section IV: Local Purchasing Sources**

The City shall make efforts to solicit purchases from qualified vendors located in the City of Portage. Through the city's web site prospective bidders shall be invited to submit information regarding services and products offered. Prior to soliciting proposals Department Head shall identify potential local providers and insure they receive notification of the solicitation. Recognizing the City of Portage is custodian of taxpayer's funds and to fulfill its fiduciary responsibilities all purchases will attempt to maximize the best value of expenditures. No purchases shall be made from local suppliers solely for the reason they are located in the City of Portage. The cost, quality and the ability to satisfy the city's purchasing requirements shall be the primary determinates of purchasing decisions. Public Construction bids must be awarded to the lowest responsible bidder per Chap. 66.0901(1m), regardless of their geographical location.

### **Section V: Cooperative Purchasing**

Whenever possible, using State of Wisconsin or the specifications of another jurisdiction is permitted.

The City Administrator shall have authority to join with other units of government or with agencies funded in whole or in part by the City, and with other purchasing associations

in cooperative purchasing plans when the best interest of the City would be served. Competitively bid cooperative purchasing contracts in which the City “piggybacks” are considered to have met competitive requirements, and no additional quotes are necessary. Additionally, if identical products can be obtained at a lower price than current cooperative purchasing contracts, no additional quotes are required.

Materials, supplies, machinery and equipment offered for sale by the federal or state government or by any municipality may be purchased without bids at prices to be agreed upon approval of the City Administrator and the respective department head for which the item is to be acquired. A report of such purchase shall be made to the Finance and Administration Committee.

### **Section VI: Sole Source Purchasing**

Annual budgeted purchase of goods or services in the aggregate of \$15,000 or less may be made without competition when the following procedures are followed:

1. For sole source purchases over \$500 but less than \$5,000, the Department Head shall obtain verbal quotes, document quotes and the reason(s) for selecting the sole provider and enter into a written agreement with the provider. Copy of agreement shall be forwarded to the City Treasurer.
2. For sole source purchases over \$5,000 but less than \$15,000, written quotes shall be obtained by the Department Head and a recommended provider approved by the City Administrator. A written contract shall be executed by the City Administrator with a copy to the City Treasurer.
3. Any sole source purchase over \$15,000 shall follow the same process as (2) but must be approved by the Common Council upon recommendation by the Finance and Administrative Committee.
4. The use of the sole source exception to the competitive bidding process may only be used for a period not to exceed three (3) years.

### **Section VII: Service Contracts**

Where continuity and familiarity are important factors, multiple year contracts are permitted. Every three years the contracts will be reviewed by the City Administrator, City Treasurer, the City Clerk and the appropriate Department Head for the purposes of making a recommendation to the Finance and Administration Committee as to whether the contracts shall be renewed or re-bid. Service contracts may be bid more frequently and/or terminated with cause.

### **Section VIII: Petty Cash/Cash Drawer Funds**

Petty Cash/Cash Drawer Funds are established for the purpose of expediting miscellaneous purchases and payment of small bills which need not be processed through formal purchasing procedures as well as maintaining a set amount of funds on

hand available for customer cash transactions. These funds are not to be utilized for the purpose of avoiding or circumventing the city's centralized procurement policies.

The following departments shall have established a working Petty Cash Fund/Cash Drawer Fund in amounts as follows:

1.	Water Department	\$300.00
2.	Public Works	\$ 50.00
3.	Administrative Services	\$500.00
4.	Police Department	\$ 50.00
5.	Fire Department	\$200.00
6.	Sewer Department	\$ 50.00
7.	Library	\$ 67.00
8.	Park and Recreation	\$150.00
9.	Swimming Pool	\$230.00

#### Use of Petty Cash

All departments having Petty Cash shall be required to follow the policies and procedures outlined in this section.

#### Policies

- a) Items purchased with Petty Cash shall be those not ordinarily stocked or purchased by the City.
- b) No individual purchase shall exceed \$25.00.
- c) The following shall be prohibited from Petty Cash payment:
  - a. Items regularly purchased by the City of Portage
  - b. Payment for personal services
  - c. Loan to employees
  - d. Cashing of personal or payroll checks

#### Procedures

- a) Reimbursement from Petty Cash shall be subject to the filling out of a Petty Cash Voucher containing the following information:
  1. Amount of reimbursement requested
    - a) Purpose for which cash was utilized
    - b) Account to be charged
    - c) Department Head approval

All vouchers must be accompanied by a receipted bill bearing the name of the vendor and submitted to the Finance Director for processing.

#### **Section IX: City Website**

The City Website will be used for advertising all purchases for which solicitation is required.

**Section X: Specifications**

Specifications developed for bidding purposes shall contain sufficient information so as to promote competitive bidding, be capable of objective review and clearly indicate the City's requirements as appropriate which may include quantity, performance, brand, trade name, purpose, industry standards, composition or other criteria which will best meet the City of Portage requirements. Before bidding, specifications will be reviewed by a committee consisting of the head of the department in which the expenditures are to be made and the City Administrator.

**Section XI: Bid Opening**

All sealed bids shall be opened and recorded in the presence of not less than two City of Portage employees one of whom shall be the City Clerk or the Clerk's designee.

**Section XII: Bid Award**

Bid award will be to the lowest responsible bidder that meets specifications. The city reserves the right to reject any and all bids. No bids will be awarded to a vendor that has outstanding fines, fees, assessments or invoices due to the City of Portage.

If two or more qualified bids are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to the local bidder. Where this is not practical, the contract will be awarded to one of the bidders by drawing lots in public.

Bids approvals shall be in accordance with the purchasing thresholds as defined in Section 1.

**Section XIII. Conflict of Interest**

Conflict of Interest in Contracting

An official or employees of a business in which an official or employee holds 10% or greater interest, may not enter into a contract with the City unless the official or employee has made a written disclosure of the nature and extent of such relationship or interest to the City Clerk and reports such interest to the Common Council. Further, pursuant to Section 946.13, Wis. Stats., an official or employee is prohibited from participating in the formation of a contract or contracts with the City of Portage involving the receipts or disbursements of more than that permitted by statutes in any given year.

Approved by Council:

## **RESOLUTION NO. 15-030**

### **RESOLUTION ESTABLISHING A POLICY FOR REPAYMENT OF SPECIAL ASSESSMENTS**

**WHEREAS**, pursuant to Chapter 66.0703, Wis. Stats., the City of Portage ("City") levies special assessments against benefitting properties for public improvements; and

**WHEREAS**, the City established policies related to Sidewalk and Alley improvements as to specific costs and activities that are subject to special assessments; and

**WHEREAS**, the City also utilizes the special assessment process for several other activities including street and utility public improvements, nuisance abatement and collection of delinquent utility payments; and

**NOW THEREFORE**, be it hereby resolved by the Common Council of the City of Portage that the following terms shall be established for the uniform repayment of any special assessment cost levied by the Common Council:

#### **I. Repayment Terms:**

- a. For any special assessment cost of \$300 or less, the property owner shall be invoiced the full amount which shall be paid in full within 60 days of being invoiced;
- b. For any special assessment cost greater than \$300 but less than \$1500, the property owner shall be invoiced the full amount and have the option of paying the balance in full or placing the amount on the property tax bills with the principal balance being collected in three (3) annual installments plus interest per Section II;
- c. For any special assessment cost greater than \$1500, the property owner shall be invoiced the full amount and have the option of paying the balance in full or placing the amount on the property tax bills with the principal balance being collected in five (5) annual installments plus interest per Section II;

#### **II. Interest**

For any special assessment costs which are paid in annual installments, the City shall charge interest annually on the unpaid balance for a rate that equivalent to the average true interest rate on the most recent General Obligation debt issuance plus 1%. Balances may be paid in full at any time with interest prorated.

#### **III. Supersedes Repayment Terms as Provided in Specific Special Assessment Policies.**

The intent of this Resolution is to establish uniform, consistent terms for repayment of special assessments, regardless of the reason for or type of special assessment utilized. Therefore, as of the date of the adoption of this Resolution all special assessment repayment terms shall be consistent with terms included herein and supersede the repayment terms as listed in Resolution 14-007 (Alley Improvements), Resolution 14-037 (Sidewalk Improvements) or any other policies and terms previously established prior to the adoption of this Resolution.

This Resolution shall be effective upon its adoption and approval.

Adopted this \_\_\_\_\_th day of May, 2015.

---

W. F. "Bill" Tierney, Mayor

Attest:

---

Marie A. Moe, WCPC, MMC, City Clerk

Resolution Requested by:  
Finance/Administration Committee

May 19, 2015

W.F. Bill Tierney  
City of Portage, Mayor  
115 West Pleasant Street  
Portage, WI 53901

RE: Library Board of Trustees Resignation

Dear Bill,

Please accept this letter as my formal resignation from my appointment to the Library Board of Trustees.

As you are aware, the demands of my time and attention have greatly shifted in my personal life and I am no longer able to serve on the Board at the level of commitment that I expect from myself.

Thank you for offering me the opportunity of service to the City at such time my time or desire should allow in the future.

Respectfully,



Addie A. Tamboli  
921 W Pleasant Street  
Portage, WI 53901  
atamboli@charter.net