



CITY OF PORT WASHINGTON, OZAUKEE
COUNTY, WI
Board of Public Works Meeting
Tuesday, February 10, 2026; 5:30 pm
Council Chambers
Port Washington City Hall, 100 West Grand
Avenue,
Port Washington, Wisconsin 53074

AGENDA

1. Roll Call
2. Approve Minutes of Previous Meeting
3. Public Comments and Appearances
4. Consideration and Possible Action on a Task Order with Stantec to Provide 90% Design for the project to Create a Resilient and Sustainable Valley Creek Corridor – RV
5. Review of WisDOT Curb Ramp Improvements – 60% Design - RV
6. Consideration and Possible Action on Construction Change Order 4 at the Wastewater Treatment Plant -RS
7. Consideration and Possible Action on a Task Order Agreement with VMC to Provide Consulting Services Related to Communication Facilities on City Structures. – RS
8. Consideration and Possible Action on Construction Change Order for the Library Renovations – RS
9. Review Staff Monthly Reports
10. Chairman’s Business
11. Members/Liaisons’ Business
12. Public Comments/Appearances
13. Next Meetings Dates/Time: March 10, 2026; 5:30 pm
14. Adjournment

Committee Members: Ald. Mike Gasper (chair), Ald. Mary Lou Mueller, Cam Pauli, Jim Haley, Nick Suddendorf, Ald. Patrick Tearney (vice chair)

Staff Liaisons: Rob Vanden Noven, Roger Strohm, JD Hoile, Dan Fisher, Dennis Cherny, Melissa Gossett

Special Accommodations: Persons with disabilities requiring special accommodations for attendance at the meeting should contact the City Clerk at 262-284-5585 or cityclerk@portwashingtonwi.gov at least one (1) business day prior to the meeting.

Notice of Possible Quorum: Notice is hereby given that Common Council members or members of other governmental bodies who are not members of this board, commission or committee may be present at this meeting to gather information about a subject over which they have decision-making authority. In that event this meeting may also constitute a simultaneous meeting of the Council or of such other governmental bodies. Whether a simultaneous meeting is occurring depends on whether the presence of one or more Council members or members of such other governmental bodies results in a quorum of the Council or of such other governmental bodies and, if there is a quorum, whether any agenda items listed above involve matters within the Council's or the other governmental bodies' jurisdiction. If a simultaneous meeting is occurring, no action other than information gathering will be taken at the simultaneous meeting. [State ex rel. Badke vs. Greendale Village Board, 173 Wis. 2d 553 (1993).]



CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WI
Board of Public Works Meeting
Tuesday, January 13, 2026; 5:30 pm
Council Chambers
Port Washington City Hall, 100 West Grand Avenue,
Port Washington, Wisconsin 53074

MINUTES

1. Roll Call – Chairman Mike Gasper called the Board of Public Works meeting to order at 5:30 PM in the Council Chambers at City Hall. Members present were Alderman Pat Tearney, Cam Pauli, Nick Suddendorf and City Engineer, Roger Strohm. Also present were Director of Public Works, Rob Vanden Noven; and Water and Wastewater Utility Superintendent, Dan Fisher. Excused: Mary Lou Mueller and Jim Haley.

2. Approve Minutes of Previous Meeting

MOTION BY ALDERMAN TEARNEY AND SECONDED BY CAM PAULI TO APPROVE THE MINUTES. Motion carried unanimously.

3. Public Comments and Appearances: NONE

4. Review 4th Quarter Report on the Board of Public Works Charter for 2025 – RV: For Information Only

5. Consideration and Possible Action on the Board of Public Works Charter for 2026 – RV

MOTION BY CAM PAULI AND SECONDED BY ALDERMAN TEARNEY TO RECOMMEND APPROVAL OF THE BOARD OF PUBLIC WORKS CHARTER FOR 2026. Motion carried unanimously.

6. Consideration and Possible Action on Proposed 2026 Budget Amendments to Complete Projects Budgeted for 2025 – RV

MOTION BY ALDERMAN TEARNEY AND SECONDED BY NICK SUDDENDORF TO RECOMMEND THE PROPOSED ADMENDMENTS TO THE 2026 BUDGET TO THE GENERAL GOVERNMENT AND FINANCE COMMITTEE:

Budget Item	2025 Budget	Current 2026 Budget	Proposed Amended 2026 Budget	Notes
Marina Fish Cleang Sta	\$75,000	\$0	\$75,000	Project delayed to 2026
ULP Horizontal Drains	\$100,000	\$0	\$100,000	Project delayed to 2026
Library HVAC	\$275,000	\$0	\$200,000	Completion date moved
Library Improvements	\$1,092,000	\$0	\$350,000	Completion date moved
City Hall HVAC	\$25,000	\$0	\$25,000	Delayed to 2026
Downtown Street lights	\$26,500	\$0	\$26,500	Delayed to 2026
Sewer Lining	\$450,000	\$450,000	\$850,000	Not completed in 2025
Sidewalk Replacement	\$115,000	\$115,000	\$230,000	Combine 2025&2026
Hill School BBall Ct	\$65,000	\$0	\$65,000	Delayed to 2026
Creek Crossings	\$170,000	\$70,000	\$240,000	Combined Powers &
Bike Trail Paving	\$0	\$0	\$50,000	Local share on 50/50

AYE: 3 (TEARNEY, SUDDENDORF, PAULI) ABSTAIN: 1 (GASPER) Motion carried.

7. **Consideration and Possible Action on Contracting Strand Associates for the Preparation of a Wastewater Treatment Systems Facilities Plan – RS**

MOTION BY ALDERMAN TEARNEY AND SECONDED BY NICK SUDDENDORF TO RECOMMEND APPROVAL OF CONTRACTING STRAND TO PREPARE A FACILITIES PLAN FOR THE WASTEWATER TREATMENT PLANT. Motion carried unanimously.

8. **Presentation on Water System Master Plan– RS – For Information Only**

9. **Consideration and Possible Action on a Proposal from Gremmer and Associates to Design the Proposed 2027 Street Improvements – RS**

MOTION BY CHAIRMAN GASPER AND SECONDED BY NICK SUDDENDORF TO RECOMMEND THAT THE CITY ACCEPT THE PROPOSAL FROM GREMMER AND ASSOCIATES TO DESIGN THE 2027 STREET IMPROVEMENT PROGRAM, INCLUDING THE TIME AND MATERIALS PRICE FOR CONSTRUCTION STAKING. Motion carried unanimously.

10. **Consideration and Possible Action on Construction Change Order 4 at the Water Treatment Plant - DF**

MOTION BY ALDERMAN TEARNEY AND SECONDED BY NICK SUDDENDORF TO RECOMMEND APPROVAL OF WTP CHANGE ORDER 4. Motion carried unanimously.

11. **Consideration and Possible Action on Construction Change Order 2 -6 on the 2025 Utility Extension Project on County Highway LL – RS**

MOTION BY ALDERMAN TEARNEY AND SECONDED BY CHAIRMAN GASPER TO RECOMMEND APPROVAL OF CHANGE ORDERS 2-6. (NOTE: ALTERNATIVELY, THESE CHANGES CAN BE APPROVED INDIVIDUALLY). Motion carried unanimously

12. **Review Monthly Staff Reports – For Information Only**

13. **Chairman’s Business - NONE**

14. **Members/Liaisons’ Business – Should the reports go to council in March after the new member’s are sworn in?**

15. **Public Comments/Apearances - NONE**

16. **Next Meetings Dates/Time: February 10, 2026; 5:30 pm**

17. **Adjournment: MOTION MADE TO ADJOURN AT 7:57 PM BY ALDERMAN TEARNEY AND SECONDED BY CAM PAULI. Motion carried unanimously.**

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Board of Public Works

FROM: Rob Vanden Noven, P.E., Director of Public Works

DATE: February 10, 2026

SUBJECT: Consideration and Possible Action on a Task Order with Stantec to Provide 90% Design for the project to Create a Resilient and Sustainable Valley Creek Corridor.

ISSUE: Should the Board of Public Works approve a task order agreement with Stantec to provide design services to bring the project design up to 90% completion for work within the Valley Creek corridor?

STAFF RECOMMENDATION: Staff recommends the Board of Public Works approve a task order agreement with Stantec to provide 90% design for work within the Valley Creek corridor.

RECOMMENDED MOTION: I move to approve staff recommendation.

BACKGROUND/DISCUSSION: During December 2024 Board of Public Works meeting, the board approved a task order for developing the design of this project to the 30% level. In December 2025, the design had reached the 30% mark, and is now ready to proceed to the 60% and 90% milestones. Attached please find the task order that proposes the engineering work necessary to reach 90% design. This project is fully funded by grants through the National Fish and Wildlife Foundation (NFWF) for 60% design development, and the Wisconsin Coastal Management Program (utilizing Bipartisan Infrastructure Law funding administered through NOAA) to develop 90% design drawings. It is anticipated that 90% plan development will be achieved by the end of May 2026.

Previous completed work includes a planning study funded by a grant from the Fund for Lake Michigan. Grants from the US Fish and Wildlife Service and NOAA have funded the removal of invasive species and planting of native species in the corridor. Additional grant funding for implementation of the Valley Creek project is currently being sought.

STRATEGIC PLAN:

1. **Strategic Direction:** Ranking Priorities to Identify Funding Sources.
2. **Impact on Strategic Direction:** We are continuing to leverage grants and complete work on this project which will help reduce flooding, improve water quality, and enhance the environment.

LEGAL:

1. **City Attorney Review:** Yes
2. **Legal Comments & Conclusions:** N/A
3. **Statutory References:** N/A

FISCAL IMPACT:

1. **Amount of Recommendation/Cost of Project:**
Initial Project Cost Estimate: \$1,500,000
Approved Budget Project Cost: \$1,500,000

• 30% Design Project Cost (NFWF funding):	\$515,781.00
• 60%-90% Design Cost (this task order, NFWF and WCMP funding):	\$781,168.50
• LNRP/Sea Grant Education and Outreach (NFWF funding):	\$65,000
• LNRP/Sea Grant Education and Outreach (WCMP funding):	<u>\$65,000</u>
Total Obligations	\$1,426,949.50

2. Source of Funding: Grant Funding (NFWF and WCMP)

3. Operating and Maintenance Cost: TBD

This is a budgeted project for 2026.

BOARD/COMMITTEE/COMMISSION RECOMMENDATION: On August 13, 2024 the Board of Public Works approved Stantec as our first choice and recommended negotiating an agreement with Stantec. On December 10, 2024 the Board of Public Works approved Task Order for 30% design.

PUBLIC OUTREACH: This project and other work in this corridor have been presented previously at the Board of Public Works and Common Council in addition to a tour of the corridor that was conducted at the May 9, 2023 BPW meeting. The NFWF grant includes \$65,000 for public outreach to be administered through the Lakeshore Natural Resources Partnership, which was approved at the July 2024 BPW meeting.

On December 9, 2025 an open house and public information meeting regarding the 30% design was held prior to the Board of Public Works meeting. Another PIM for stakeholders north of Norport Drive is being held on February 10, 2026.

IF APPROVED, NEXT STEPS: Execute the task order with Stantec and complete 90% design work.

ATTACHMENTS: Stantec Consulting Task Order Agreement for Creating a Resilient and Sustainable Valley Creek Corridor

Attached to and forming part of the MASTER AGREEMENT

BETWEEN:

CITY OF PORT WASHINGTON
(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.
(hereinafter called "STANTEC")

EFFECTIVE: 02/04/2026

This TASK ORDER is issued under the **MASTER SERVICES AGREEMENT** (dated 07/21/17) between STANTEC CONSULTING SERVICES INC. ("STANTEC") and CITY OF PORT WASHINGTON ("CLIENT") for Services to be provided by STANTEC on the Creating a Resilient and Sustainable Valley Creek Corridor project ("Project"), as more fully described below. This Task Order is incorporated into and part of the Master Services Agreement.

The CLIENT's representative shall be: Rob Vanden Noven, City Engineer

SERVICES: STANTEC shall perform the following SERVICES:
Creating a Resilient and Sustainable Valley Creek Corridor - Phase 2
Scope of Services is provided in Attachment A - Phase 2 Task Order.
(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: estimated 2/15/2026, upon receipt of City's Notice to Proceed
Estimated Completion Date: estimated 12/31/2026

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:
Time and Materials not to exceed without prior City approval: \$781,168.50

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to this Task Order adjusting the Contract Services Time and Price as required.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this Task Order:

N/A

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this Task Order:

Attachment A: Phase 2 Task Order

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

CITY OF PORT WASHINGTON

Mayor Theodore Neitzke IV
Print Name and Title

Signature

City Clerk Susan L. Westerbeke
Print Name and Title

Signature

City Treasurer Mark Emanuelson

Per s. 62.09(10)(f), Wis. Stat., I certify that the necessary funds have been provided to pay the liability that may be incurred under this contract.

Signature

STANTEC CONSULTING SERVICES INC.

Melissa Curran
Senior Associate

Print Name and Title

Signature

Melissa Curran

Sarah Majerus, Project Manager
Print Name and Title

Signature

Sarah Majerus



ATTACHMENT A

City of Port Washington

Phase 2 Task Order

Creating a Resilient and Sustainable Valley Creek Corridor

February 4, 2026

The City of Port Washington (the “City”) is initiating a multi-year project that incorporates climate resiliency strategies to reduce flood risk, protect critical infrastructure, improve water quality, and improve the ecology conditions of the Valley Creek corridor (the “Project”), located predominantly within the City and spanning from the Lake Michigan coastline at Veterans Memorial Park to the north boundary of Birchwood Hills Nature Park. The City was awarded funding from National Fish and Wildlife Foundation (NFWF) National Coastal Resilience Fund (NCRF) and Wisconsin Coastal Management Program (WCMP) Bipartisan Infrastructure Law to support engineering design services for stream restoration and green infrastructure solutions within the Project corridor. NCRF was intended to fund concept and preliminary design, with WCMP funding final design. The following Phase 2 Task Order outlines the scope of services required to complete 60% and 90% design plans, using a combination of NCRF and WCMP grant funding, along with local funding/donations.

1 Supplemental Data Collection

1.1 Survey

As part of the Valley Creek Phase 1 scope, Stantec completed localized topographic and utility surveys along the Valley Creek corridor. Additionally, Stantec and City staff have coordinated on location and profile of the sanitary sewer and water main that run parallel to Valley Creek. This survey data was incorporated into 30% designs. Additional topographic surveys will be required to gather supplemental data associated with streambank stabilization in Birchwood Hills, structural design of culvert crossings, and trail development along the Valley Creek corridor. This scope of work includes one 1-week mobilization of Stantec survey staff to gather supplemental data to complete 90% design.

1.2 Geotechnical Borings

Stantec will subcontract a geotechnical drilling company to evaluate soils at the proposed abutment locations Lake Street, Hales Trail, and Norport Drive crossings, for total of up to eight borings.

Task 1 Deliverables

- Supplemental survey will be provided to the design team as an AutoCAD file
- Geotechnical report to be provided by the subcontractor

Task 1 Assumptions

- Some requested data may be provided by others.
- Some required data may require search fees or transmittal fees. Any such fees will be invoiced to Stantec and included with our invoices.
- No private utility locating will be done.
- If additional field surveying for utility locating / mapping is required, after the Stantec survey has taken place, Stantec will reach out to the City to gauge availability and resources to determine whether the City has capacity to survey the additional data and send it to Stantec. If needed, Stantec will include additional survey under subsequent phases or change order.
- Stantec does not guarantee that all utilities in the project area will be located. Prior to construction, it will be the contractor's responsibility to confirm the presence/absence of utilities and have them located.
- Right of entry for survey and drilling equipment will be coordinated by the City.
- The City will provide available CAD, GIS, image, and mapping data/files for the site.
- Prior to commencing any fieldwork, the Surveyor and drilling contractor will submit a utility locate request for the project limits to Diggers Hotline, online at www.diggershotline.com, or by telephone at 811 or 800-242-8511. Marks sent by Diggers Hotline 811 will be shown on survey.
- Surveyor will be responsible for setting necessary project control points distributed within the project area.
- If LiDAR mapping is utilized, LiDAR accuracy will be ground-truthed with supplemental ground shots.
- If LiDAR mapping is utilized, it will be conducted during winter or early spring months (leaf off or early leaf conditions) to ensure data is captured as effectively as possible.
- Orthorectified imagery, captured using UAV drone technology, may be used to provide an aerial background to Project deliverables. Photogrammetry, derived from the orthorectified imagery, may be utilized to capture mapping and improvements as applicable.
- Data collected during onsite assessments only represent a temporal snapshot that reflects seasonal conditions, precipitation, and vegetation presence and density.

2 60% Design Development

2.1 60% Stream Design (south of Norport Dr)

The 30% Concept Plans identified several project elements that were carried forward as alternative concepts. The purpose of the 60% Design Phase is to confirm the City's preferred alternatives and advance the selected concepts to a permit-supportable level of design. Preferred alternatives will be identified during the 60% Phase kickoff meeting. Following this determination, the stream restoration design and associated plan set will be updated to reflect the selected alternatives. The alternative items to be confirmed during the 60% Design Phase are listed below.

1. Norport Dr: open span bridge crossing vs 3-sided arch culvert, City has indicated a preference for a 3-sided arch culvert

2. Hales Trail: open span bridge crossing vs 3-sided arch culvert, City has indicated a preference for a 3-side arch culvert
3. Lake Street: Alternative 1 (Increased Culvert Size) vs Alternative 2 (Maintain existing culvert and install overflow culvert)
4. Existing Sanitary Line Through Project Site: Maintain existing alignment vs Relocation beneath existing trail alignment (relocation of sanitary line is not included in this scope)
5. Existing Sanitary Line Through Guenther Pond: Maintain existing alignment vs Relocation of the existing sanitary line (relocation is not included in this scope)

The 60% stream realignment design begins 300 feet upstream of Norport Drive continuing down to the confluence with Lake Michigan. Localized bank stabilization treatments to areas upstream of Norport drive are accounted for under Task 2.2. The 60% design will include advancing the channel design by refining the 30% design to include:

- Existing Infrastructure locates
- Channel transitions to upstream and downstream tie-in's
- Proposed Floodplain and Channel corridor grading plan
- Proposed Road Crossing coordination
- Proposed instream structures
- Proposed channel bank protection
- Proposed Lake Street Concept
- Proposed Veterans Park Daylighted Channel

Stantec will advance the stream restoration plans to a 60% plan set that will be used to assist with permitting efforts. Stantec will incorporate modifications to the design and plans resulting from the previously submitted 30% plan review comments and will further refine the design to include necessary elements for construction.

The 60% plan set will include:

- Cover Sheet
- General Notes and Legend Sheet
- Existing Conditions Sheets
- Demolition/Debris Removal Plan
- Channel Plan and Profile Sheets
- Section Sheets
- Lake Street Site Plan
- Erosion and Sediment Control Sheets
- Stream Structure Details

Stantec will perform 1 independent QA/QC Review of the 60% plan set.

Stantec will prepare a Final Design Memo. This report will summarize the project goals, existing site conditions, existing stream conditions, existing/proposed hydrologic and hydraulic analysis, design methodologies, and design components. Adjustments that we made in response to the 60% review comments will be included in the Final Design Memo.



2.2 30-60% Streambank Stabilization Design (north of Norport Dr)

This task includes limited stream survey, streambank stabilization preliminary and final engineering designs, and construction cost estimates for proposed streambank stabilization areas located north of Norport Drive. The proposed solutions are intended to stabilize streambanks and provide water quality and habitat benefits within this reach.

Observations during the geomorphic site visit for the 30% design and public comments after the August 2025 storm event have shown a need to expand the project further north of Norport Road. The reach extending from Norport Drive to the upstream (northern) extent of the City property through the Birchwood Hills Nature Preserve has many downed trees in the floodplain and in the stream channel, and some areas of bank erosion have been observed. Though this reach does not require extensive stream restoration such as realignment or profile grade adjustment, it could benefit from tree and debris clearing, streambank stabilization/protection measures and vegetation management.

Stantec will assemble an initial conceptual plan set based on the 2025 site visit, aerial photography and 2025 survey data to allow for the entire Valley Creek corridor to be included in the design plan set. For the streambank stabilization areas, Stantec will utilize natural design solutions such as rootwads, toewood, possible in-stream structures such as j-hooks, bank grading, and vegetated soil lifts to help create stable streambanks and channel. We will also utilize rock where appropriate to stabilize and reinforce these structures. Stantec will develop conceptual (30%) design plans that include:

- Existing conditions of the streambank stabilization reach
- Proposed areas and stabilization measures for these areas
- Typical cross sections of improved areas
- Typical details of the streambank stabilization measures
- Preliminary construction notes

After review comments are received, Stantec will advance the streambank stabilization plan sheets to a 60% plan set that will be used to assist with permitting efforts. In spring 2026, a site visit within streambank stabilization areas will confirm/identify the upstream and downstream limits for areas of streambank to be protected and general streambank geometry for each streambank to be stabilized, channel cross sections and morphological features as needed upstream, downstream and through the areas to be stabilized. Observed bankfull features and indicators will be documented and surveyed where applicable. For this task, we are assuming up to 6 areas of streambank stabilization will be identified. Because the project areas are within a detailed floodplain (Zone AE) with a floodplain study available, Stantec will review the cross-sections from the Flood Insurance Study (FIS) model (4 cross-sections) while in the field to determine if the topography represented in the model is accurate. In areas where the floodplain or channel is misrepresented, Stantec will collect cross-sectional data to correct the effective model. Based on our initial walk through of the Project reach in 2025, we anticipate less than 6 channel cross sections to be surveyed. Data collected will be analyzed utilizing HEC-RAS. It is assumed that longitudinal profiles are not needed as the reach is fairly flat. Stantec's licensed land surveyor will work side by side with our stream assessment team for existing conditions data collection. Stantec will request the appropriate utility locates and then survey all adjacent utilities along the reach. Surveyor cost and scope is included under Task 1.1.

Following the field investigation, 60% design plans will expand upon the conceptual design and provide further detail related to proposed treatments and improvements, including structure sizing, materials, proposed site grading, detailed cross sections, typical details, construction notes, and erosion prevention and sediment control plans. Stantec will incorporate modifications to the design and plans resulting from the



previously submitted 30% plan review comments and will further refine the design to include necessary elements for construction.

The 60% design plans will include:

- Existing Conditions
- Proposed Conditions and Grading
- Typical Cross Sections of Improved Areas
- Typical Streambank Stabilization Details
- Stream Structure Details
- Vegetation Plan
- Access and Demolition (tree removal) Plans
- Erosion and Sediment Control
- Construction Notes

Stantec will perform 1 independent QA/QC Review of the 60% plan set. Upon receiving comments from the City and permitting agencies, Stantec will review and incorporate into the plans. Stantec will include a section in the Design Memo that summarizes the streambank stabilization goals, existing site conditions, design methodologies, and design components.

2.3 60% Hydrology and Hydraulic Model

Stantec will evaluate the 60% design using a HEC-RAS 1-D model and 2-D model. Stantec will perform the 1-D hydraulic modeling to evaluate the 60% design and document changes to the floodplain required for a Conditional Letter of Map Revision (CLOMR), floodplain permitting, and waterway permitting. Stantec will use the pre-project conditions HEC-RAS model, developed in the previous design phase for the project reach, as the existing conditions to compare against proposed conditions. Hydraulic modeling will generally conform to the guidelines provided in the HEC-RAS Hydraulic Reference Manual. The purpose of the modeling will be to evaluate changes in water surface elevation, velocity, and shear stress introduced by the proposed improvements.

Stantec will create the post-project conditions hydraulic model. The results of the existing and post-project models including water surface elevations, velocities, and shear stresses for each cross-section, methodologies, and assumptions will be summarized in the Design Memo in Task 2.1.

Stantec will also develop a HEC-RAS 2D model of the proposed conditions to evaluate flow attenuation, flow vector, velocity, and shear. The 2D model will depict locations of concentrated erosive forces. A series of iterations between surface model adjustments and the 2D hydraulic model will be conducted to optimize the efficiency of the proposed design. Results in the 2D hydraulic model will be included in the Design Memo in Task 2.1.

2.4 60% Green Infrastructure Design

Regenerative Stormwater Conveyance (RSC) Systems

During a site visit of each RSC location, Stantec will observe and note existing outfall and channel conditions. This will include photographic documentation of existing conditions.

Stantec will perform or update drainage basin delineation to estimate the drainage area to each proposed RSC system location and perform or update hydrologic analysis and modeling to estimate design flows and



other design parameters for up to 8 RSC systems. Where necessary, Stantec will perform hydraulic analysis for individual RSC systems. For some RSC systems, this will be necessary to estimate design variables and parameters such as water depths, water velocities, and stresses from stormwater discharge. For smaller RSC systems that receive less runoff, simplified analysis and design procedures may be used.

Stantec will also conduct stormwater quality modeling of the proposed RSC systems. The modeling is anticipated to primarily use WinSLAMM software. The modeling will produce estimates of water quality treatment performance of the RSC systems, such as water volumes detained or infiltrated, and sediment and phosphorus removed by the treatment systems.

Stantec will develop draft designs for each RSC location. Key design variables such as the length, slope and footprint of the RSC system will be analyzed. Design parameters such as size, location and depth of rock and other media will be selected.

The design team will develop computer design and drawings to be included in the overall project drawing set. Drawing elements are expected to include plan and profile views, typical cross sections, and related construction details. It is anticipated that individual drawings for larger / more complex RSC systems will be developed, while simpler or smaller RSC systems may be represented by typical details and related data tables.

Specifications and Cost Opinion

Stantec will identify technical specifications necessary for inclusion in bidding documents for the RSC areas and begin to develop an outline and draft text for specification sections. During the 60% design phase, it is not anticipated that all specification text will be written, but an outline of each specification will be developed, and text will be drafted for select sections. The design team will also coordinate the development of RSC specifications with specifications being prepared for other design and construction elements. For example, for earthwork operations related to RSCs, the project team will review whether unique earthwork / excavation specification language should be developed for the RSC system, or whether earthwork / excavation specification language developed for other elements can also be applied to the RSC systems. Further, for channel construction in the ravine, the project team will review to what extent unique specification language for the ravine component should be developed, and to what extent specification language developed for other parts of the project (such as channel work in the main Valley Creek) can be used.

A preliminary Opinion of Probable Construction Cost (OPCC) will be developed for the RSC elements and the project. Cost estimating / cost opinions for other elements are not included in this task.

Design Support and Coordination for Other Areas (60% Design Phase)

The stormwater and civil design team will provide relevant design activities and design support for other project areas, in addition to the RSC systems. This could include assistance with developing and evaluating design concepts, grading, construction details, and specifications, for related work in areas such as the Lake Street daylighting area, Guenther Pond restoration, and road crossings. It is expected that other technical teams (such as the stream design team, bridge design team, and landscape architecture team) will lead design in these areas but will require some assistance from the stormwater / civil design team. This does not include structural or geotechnical design.

2.5 60% Structural Design

Bridge Crossings

Stantec will design new structures to replace the existing culverts at Hales Trail, Norport Drive, and Lake Street. Each replacement structure will consist of a precast, three-sided culvert supported on cast-in-place concrete footings with driven pile foundations. The structural design will follow AASHTO LRFD Bridge Design Specifications, the WisDOT Bridge Manual, and applicable WisDOT Standard Drawings.

Stantec's structural team will be responsible for the design and detailing of the following components:

- Precast, segmental three-sided culvert units, including span, rise, and wall thickness.
- Cast-in-place concrete footings
- Driven pile foundations, including pile layout and required capacities based on geotechnical recommendations.
- Reinforced concrete wing walls sized and aligned to match roadway embankments.
- Reinforced concrete headwalls or end walls, as required by hydraulic, roadway, and structural needs.
- Reinforcement detailing, structural connections, and section geometry necessary to integrate the precast units with the foundations and wing walls.

A geotechnical consultant will perform borings at each site and provide recommendations for foundation design, including pile capacities, settlement, and global stability considerations. Stantec will incorporate these recommendations into the structural plans.

Stantec's structural team will coordinate closely with Stantec's hydraulics, roadway, and traffic control groups. These teams will develop and provide separate scopes for hydraulic sizing and modeling, roadway design and grading, inlet/outlet geometry, erosion control, and temporary traffic control. Structural design will be based on information provided by these groups but will not include their design services.

Stantec will coordinate with WisDOT to obtain structure ID numbers and will provide required LRFR load ratings and record plans for WisDOT retainage.

Task 2 Deliverables

- 30% Plan Set for Streambank Stabilization, which will be transmitted to the City in PDF format via email
- 60% Plan Set, which will be transmitted to the City in PDF format via email
- 60% Design Memo
- 60% OPCC based on the Plan Set
- 60% Draft Specification Outline
- List of Project Metrics for grant reporting & funding partners
- Existing and Proposed 1D Hydraulic Model
- 2D Design Hydraulic Model
- Shapefiles, graphics, and tables for inclusion for the Permit Documents
- Draft change in water surface elevation tables
- Draft floodplain maps

Task 2 Assumptions

- With consultation by Stantec, the City will provide clear direction to the alternative options listed above. This is not an exhaustive list and other items to be clarified may be brought forward during the meeting.
- Coordination of the sewer line replacement may have implications on the schedule.
- This scope includes a plans-in-hand site walk to verify proposed tie-in locations and placement of proposed structures.
- The City will provide one (1) set of consolidated comments on the 60% plans. Comments will be addressed, and revision will be included in the development of the 90% plans.
- 60% Plan set noted above will include stream, civil and structural design elements.
- Coordination of the sewer line replacement may have implications on the schedule.
- The existing 1D model completed in the 30% design phase will not be modified and will serve as the existing conditions model moving forward
- The proposed 1D model developed in the 30% design phase will be updated per the alternative selection.
- The design technical memorandum will include an explanation of the development of the proposed conditions model.
- If determined to be required by agency partners, a CLOMR/ Letter of Map Revision (LOMR) will be required for this project. The proposed 1D model will be advanced to begin application for a CLOMR.
- This CLOMR and floodplain modeling effort does not include any modeling for individual properties for LOMA.

3 90% Design Development

3.1 90% Design Plans

Upon receiving comments from the City and permitting agencies, Stantec will review and incorporate comments into the plans. The plan set will be advanced to 90% to accommodate the bid package developed in the 90% Design Phase. The 90% plan set will include:

- Cover Sheet
- General Notes and Legend Sheet
- Existing Conditions Sheets
- Channel Plan and Profile Sheets
- Section Sheets
- Lake Street Site Plan
- Guenther Pond Site Plan
- RSC Site Plans
- Erosion and Sediment Control Sheets
- Stream Structure Details
- Green Infrastructure Details
- Bridge Structure Details

Stantec will prepare a Final Design Memo. This report will summarize the project goals, existing site conditions, existing stream conditions, existing/proposed hydrologic and hydraulic analysis, design



methodologies, and design components. Adjustments that we made in response to the 60% review comments will be included in the Final Design Memo.

Stantec will prepare a bid-ready package to accompany the 90% plan set. The bid package will include project-specific technical specifications, and an OPCC developed at a 90% level of design. The specifications will be coordinated with the 90% drawings to clearly define construction requirements, materials, and performance criteria for the stream restoration improvements. The OPCC will be prepared using current unit pricing and quantities derived from the 90% plans and will be suitable for budgeting, funding coordination, and bid evaluation purposes.

3.2 90% Hydraulics & Hydrology Model

Stantec will also evaluate the 60% design using a HEC-RAS 1-D model and 2-D model. Stantec will perform the 1-D hydraulic modeling to evaluate the 60% design and document changes to the floodplain required for a CLOMR, floodplain permitting, and waterway permitting. Stantec will use the pre-project conditions HEC-RAS model, developed in the previous design phase for the project reach, as the existing conditions to compare against proposed conditions. Hydraulic modeling will generally conform to the guidelines provided in the HEC-RAS Hydraulic Reference Manual. The purpose of the modeling will be to evaluate changes in water surface elevation, velocity, and shear stress introduced by the proposed improvements.

Task 3 Deliverables

- 90% Plan set, which will be transmitted to the City in PDF format via email
- 90% Design Memo
- 90% OPCC based on the design plan set
- 90% Specifications

Task 3 Assumptions

- The City will provide one (1) set of consolidated comments on the 90% deliverable package. Comments will be addressed, and revision will be included in the 90% deliverable package.
- Additional revisions beyond the assumptions above, including multiple agency review cycles or significant design changes, will be addressed through contract amendment.
- Stantec will transmit final proposed surface and design linework in CAD format to the City.
- Stantec assumes the preferred contractor will be GPS-equipped and will construct the site using the proposed final grading surface as a guide.
- Deliverables will be submitted in electronic format.

4 Recreational Trail Access Improvements

Stantec will develop design for community access improvements within the Valley Creek corridor, with a goal of connecting neighborhood residents and users with existing park and trail facilities, amenities, natural areas and the stream.

4.1 Conceptual Trail Design

Stantec will complete background data and planning document review to gather baseline data for trail design. The team will utilize existing site data and plans provided by City or collected by Stantec, such as drone footage, 360 Earthviews, lidar/topo, floodplain, wetlands/seeps/environmentally sensitive areas, utilities, adjacent roadway/utility projects, and current 30% engineering design CAD plans.

Stantec landscape architecture team will develop one (1) overall trail site assessment, opportunities, and constraints graphic plan with existing site photos, PDF format for client review. Based on feedback from the City, Stantec will complete an overall visioning plan for trail and access improvements with precedent imagery (including soft-surface walking paths, neighborhood/park connection trails, overlooks/boardwalk gathering nodes, one (1) pedestrian at-grade crossing and up to two (2) pedestrian bridge locations, and existing mountain bike trails impacted by stream and engineering improvements), in PDF format. This task includes up to 4 Client meetings including one meeting with key stakeholders, including the local mountain bike group and/or mountain bike design consultant, to gain feedback on the conceptual trail plan.

4.2 60% Design

Stantec will complete 60% design plans which include a cover sheet, notes, existing conditions and removals plans, trail plans and profiles, typical section(s), details, grading and drainage, stormwater management, erosion control and restoration/landscaping plans, in CAD and PDF format. Design team will coordinate with structural team on bridge and structural to guide aesthetic designs.

Task 4 Deliverables

- 1 overall trail site assessment, opportunities, and constraints graphic plan, for client review.
- 1 overall trail concept visioning plan for trail and access improvements with precedent imagery, for client review.
- 60% Plan set, which will be transmitted to the City in PDF format via email.
- Stakeholder meeting coordination and notes.

Task 4 Assumptions

- Initial Client stakeholder meeting to focus on goals, trail design parameters, ADA accessibility, current trail design standards, and maintenance considerations to inform the project's access improvement concept.
- Subsequent client meetings focus on conceptual plan, plan progress, addressing review comments, and design development details.
- 60% Plan set noted above will be separate from the 60% design plan set described above for stream, civil and structural elements.
- The City will provide one (1) set of consolidated comments on the 60% plans. Comments will be addressed, and revisions will be included in the development of the 90% plans, under separate contract.
- Sustainable trail design guidelines will be utilized for soft-surface walking paths and trail design.
- Local DOT and accessible trail design guidelines will be utilized for paved, multi-use trail design.
- Existing data will be utilized. Existing trail map routes within the project area will be provided electronically (GIS shapefiles or scalable PDFs)

- The following is not included in the current scope and fee but could be an additional service if needed.
 - 60% Plan scope does not include detail design for new mountain bike single-track trails, pump track, or obstacle course improvements.
 - Design of wayfinding signage, education/interpretive signage, trail lighting, structural walls/footings, and boardwalks are not included in this scope of work.
 - Additional topographic survey may be required, if through the design process additional paved trails are proposed and are outside of the previously surveyed areas. Not included in this scope of work.

5 Permitting

5.1 CLOMR Supporting Documentation Development

It is anticipated that the project will cause an increase in the base flood elevation, therefore a CLOMR submittal to WDNR and the Federal Emergency Management Agency (FEMA) will likely be required. Before proceeding with the CLOMR, Stantec will confirm with the City Floodplain Administrator and/or WDNR that a CLOMR submittal to FEMA will be required, based upon modeling results and estimated project impacts.

If a CLOMR is required, Stantec will prepare the following material for the CLOMR application package:

- Project Narrative
- MT-2 Application Form 1, Overview and Concurrence Form
- MT-2 Application Form 2, Riverine Hydrology and Hydraulics Form
- Hydraulic computations (HEC-RAS) digital files
- Certified Topographic Work Map
- Annotated FIRM Map

If a CLOMR is required, then a LOMR will also be required after project construction. The primary component of the LOMR is an update of the floodplain hydraulic modeling and floodplain mapping, based upon as-built, post-construction data. Scope and effort to prepare and submit a LOMR is not included in this task at this time; it is assumed it will be funded and contracted in a future project phase. Stantec will create draft output tables of the existing and proposed 100-yr water surface elevation. Stantec will also create draft floodplain maps comparing the existing and proposed floodplain extents. Text will be provided for the Design Memo describing the results of the model comparison and listing next steps to obtaining a CLOMR.

5.2 Water Resource Permitting

Stantec will prepare and submit applicable local, state, and federal wetland and waterway permit applications in preparation for construction. The application package will include a project narrative, completed forms, applicable mapping, and an engineered design plan set with specifications. This task includes coordination of a pre-application meeting with the City, WDNR and USACE to discuss permit requirements. Natural resource partners at Sea Grant and Lakeshore Natural Resource Partnership (LNRP) will also be included in this meeting.

State and federal application materials will be submitted electronically using the WDNR WAMS online permitting system. The following permits are anticipated for this Project:



- Section 401/404 (USACE)
- Chapter 30 (WDNR)
- Construction Site Storm Water and Erosion Control (WDNR)

Task 5 Deliverables

See list of permit deliverables and applications listed above.

Task 5 Assumptions

- Our fee does not include any fees charged by FEMA for data searches and submittal review. FEMA charges a review fee for CLOMRs; typically, this fee is either \$7,500 or \$8,000. FEMA may also charge a fee to search for the effective hydraulic model, if a request is made to their Map Library.
- Our fee does not include time to respond to WDNR / FEMA requests for modeling / mapping revisions or additional information, unless budget remains in the task budget after completing other tasks. Should DNR / FEMA request additional work or submittals, we will attempt to provide a response using remaining task budget, but if the additional work requires the task budget to be exceeded, a project fee amendment will be required. Prior to initiating additional work, we will contact the Client to provide an estimate of the additional effort required and obtain authorization to proceed.
- If a CLOMR submittal to FEMA is required, documentation of compliance with the Endangered Species Act (ESA) is required to be submitted with the CLOMR. It is assumed that any necessary site analysis / documentation required for Endangered Species Act compliance will be included in other tasks associated with this project, such as wetland/waterway permitting, and work related to ESA compliance / threatened & endangered species survey investigation is not included in this Floodplain Modeling task.
- WDNR and USACE permit fees are not included. WDNR permits are expected to be fee exempt based on Federal funding.

6 Project Management & Coordination

Stantec will provide project management and technical support to the City as necessary to facilitate completion of the tasks detailed in this Scope of Services. Project management tasks will include the following:

- The Stantec design team will meet with City representatives at the onset of Phase 2 monthly thereafter to check-in with the City and partners at LNRP, UW Sea Grant, and WCMP to provide project updates and solicit feedback.
- Stantec will support the City with grant reporting and tracking as needed to support the necessary requirements for each funding source (NCRF and WCMP). This will include interim and final programmatic and financial reports via Easygrants. Stantec will also support the City with WCMP reporting.
- Stantec will support LNRP with community engagement task, under separate contract.



Task 6 Deliverables

- Meeting notes will be distributed to all meeting participants.
- Grant reports will be submitted to agencies and the City, as required.

Task 6 Assumptions

- Stantec will support up to 2 in-person meetings with the City.
- Stantec will host up to 5 monthly stakeholder meetings. Monthly check-in meetings will be virtual.
- Stantec will support outreach and engagement tasks under separate contract.



7 Cost and Schedule

Stantec will complete the above scope of services on a time and expenses basis, not to exceed the fees listed in the table below.

Task	Estimated Cost
1 – Supplemental Surveys	\$26,707.50
2 – 60% Design	\$306,277.00
3 – 90% Design	\$293,060.00
4 – Recreational Trail Access Improvements	\$61,722.00
5 – Permitting	\$41,130.00
6 – Project Management and Coordination	\$52,272.00
Total Fee	\$781,168.50

A detailed Budget Estimate is attached.

Stantec will initiate work upon receipt of Notice to Proceed from the City. Provided that the Notice to Proceed is provided by February 15th, 2026, Stantec will complete survey and geotechnical work during the winter of 2026. Design work is ongoing, with an estimated completion date of April 1, 2026 for 60% Design Plans. 90% Design and permitting is expected to be complete by December 31, 2026.

8 Compliance with Laws, Policies and Regulations

Stantec is aware of, and in the performance of its services on this project agrees to comply with, the laws, policies, and regulations set forth in Section 3 (Representations, Certifications, Obligations, and Other Statements – General), Section 4 (Representations, Certifications, and Other Statements Relating to Federal Funds- General), and Section 5 (Representations, Certifications, and Other Statements Relating to Federal Funds - Funding Source Specific) of the NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT (NFWF GRANT ID: 0318.24.080455) as well as applicable sections of the Wisconsin Coastal Management Program Bipartisan Infrastructure Law Grant Agreement (Grant No. AD249165-026.BIL01) relating to the Valley Creek Corridor project, City of Port Washington, Subrecipient.



BUDGET ESTIMATE - Phase 2 Task Order

Creating a Resilient & Sustainable Valley

Project Summary	Hours	Labour	Expense	Subs	Total
Total	5,272.00	\$920,955.00	-\$163,922.50	\$24,136.00	\$781,168.50

WBS Code	Task Name	Description	Billing Rate	Hours	Labour	Expense	Subs	Total
1	Supplemental Data Collection			40.00	\$7,880.00	\$827.50	\$18,000.00	\$26,707.50
		Survey	\$197.00	40.00	\$7,880.00			\$7,880.00
		Travel Expense		500.00		\$327.50		\$327.50
		Equipment Expense		500.00		\$500.00		\$500.00
		Geotechnical (Subcontractor)		18,000.00			\$18,000.00	\$18,000.00
2	60% Design			2,654.00	\$464,891.00	-\$164,750.00	\$6,136.00	\$306,277.00
		Project Manager	\$208.00	100.00	\$20,800.00			\$20,800.00
		Lead Civil Engineer	\$179.00	170.00	\$30,430.00			\$30,430.00
		Civil Engineer	\$170.00	20.00	\$3,400.00			\$3,400.00
		CADD	\$179.00	40.00	\$7,160.00			\$7,160.00
		Water Resources Engineer	\$208.00	269.00	\$55,952.00			\$55,952.00
		Lead Stream Engineer	\$179.00	515.00	\$92,185.00			\$92,185.00
		Stream Engineer	\$152.00	544.00	\$82,688.00			\$82,688.00
		CADD	\$197.00	174.00	\$34,278.00			\$34,278.00
		HEC RAS Modeler	\$179.00	98.00	\$17,542.00			\$17,542.00
		2D HEC RAS Modeler	\$183.00	50.00	\$9,150.00			\$9,150.00
		Lead Structural Engineer	\$179.00	250.00	\$44,750.00			\$44,750.00
		Structural Engineer	\$208.00	28.00	\$5,824.00			\$5,824.00
		Structural Design QA/QC	\$152.00	376.00	\$57,152.00			\$57,152.00
		CADD	\$179.00	20.00	\$3,580.00			\$3,580.00
		Restoration Ecologist		600.00		\$750.00		\$750.00
		Phase 1 Credit (Remaining Budget Applied to Ph. 2)		-105,000.00		-\$165,500.00		-\$165,500.00
		Grant Ginn Consulting (Subcontractor)		24.00			\$6,136.00	\$6,136.00
3	90% Design			1,676.00	\$293,060.00	\$0.00	\$0.00	\$293,060.00
		Lead Civil Engineer	\$208.00	70.00	\$14,560.00			\$14,560.00
		Civil Engineer	\$179.00	96.00	\$17,184.00			\$17,184.00
		CADD	\$170.00	16.00	\$2,720.00			\$2,720.00
		Water Resources Engineer	\$179.00	68.00	\$12,172.00			\$12,172.00
		Lead Stream Engineer	\$208.00	164.00	\$34,112.00			\$34,112.00
		Stream Engineer	\$179.00	242.00	\$43,318.00			\$43,318.00
		CADD	\$152.00	366.00	\$55,632.00			\$55,632.00
		HEC RAS Modeler	\$197.00	126.00	\$24,822.00			\$24,822.00
		2D HEC RAS Modeler	\$179.00	88.00	\$15,752.00			\$15,752.00
		Lead Structural Engineer	\$183.00	38.00	\$6,954.00			\$6,954.00
		Structural Engineer	\$179.00	130.00	\$23,270.00			\$23,270.00
		Structural Design QA/QC	\$208.00	16.00	\$3,328.00			\$3,328.00
		CADD	\$152.00	244.00	\$37,088.00			\$37,088.00
		Restoration Ecologist	\$179.00	12.00	\$2,148.00			\$2,148.00
4	Recreation and Access Improvements			388.00	\$61,722.00	\$0.00	\$0.00	\$61,722.00
		Lead Landscape Architect	\$183.00	50.00	\$9,150.00			\$9,150.00
		Landscape Architect	\$152.00	222.00	\$33,744.00			\$33,744.00
		Landscape Architect	\$145.00	4.00	\$580.00			\$580.00
		Landscape Architect	\$161.00	106.00	\$17,066.00			\$17,066.00
		Landscape Architect QA/QC	\$197.00	6.00	\$1,182.00			\$1,182.00
5	Permitting			226.00	\$41,130.00	\$0.00	\$0.00	\$41,130.00
		Permit Specialist	\$179.00	60.00	\$10,740.00			\$10,740.00
		Lead Stream Engineer	\$208.00	14.00	\$2,912.00			\$2,912.00
		Stream Engineer	\$179.00	2.00	\$358.00			\$358.00
		CADD	\$152.00	6.00	\$912.00			\$912.00
		HEC RAS Modeler	\$197.00	24.00	\$4,728.00			\$4,728.00
		2D HEC RAS Modeler	\$179.00	120.00	\$21,480.00			\$21,480.00
6	PM & Coordination			288.00	\$52,272.00	\$0.00	\$0.00	\$52,272.00
		Project Manager	\$179.00	120.00	\$21,480.00			\$21,480.00
		Grant Coordinator	\$197.00	80.00	\$15,760.00			\$15,760.00
		Grant Coordinator	\$170.00	80.00	\$13,600.00			\$13,600.00
		Restoration Ecologist	\$179.00	8.00	\$1,432.00			\$1,432.00

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Board of Public Works

FROM: Rob Vanden Noven, P.E. Director of Public Works

DATE: February 10, 2026

SUBJECT: Review of WisDOT Curb Ramp Improvements – 60% Design

ISSUE: Review of WisDOT Curb Ramp Improvements – 60% Design

STAFF RECOMMENDATION: For Review and Discussion Only.

RECOMMENDED MOTION: None. For Review and Discussion Only.

BACKGROUND/DISCUSSION: In 2023, the Wisconsin Department of Transportation began design of improvements to curb ramps on STH 32 and STH 33 in Port Washington in order to conform with new federal requirements for ADA compliant pedestrian ramps. This project, which has reached the 60% design phase, will impact the alignment of several pedestrian ramps on S. Spring St., Grand Ave, Franklin St., and N. Wisconsin St. Residents living on those streets were all notified of this project in February 2025 by a direct mailing from WisDOT. The project has since been modified by the elimination of STH 33 and a portion of STH 32 on Grand Ave from the project due to the anticipated programming of highway improvements on Grand Ave in 2034. I will briefly review the plans with the BPW and would welcome any feedback on the plan, including the location of any enhanced pavement crosswalk markings.

STRATEGIC PLAN:

1. **Strategic Direction:** Pursuing Stakeholder Alignment Through Communication
2. **Impact on Strategic Direction:** By informing the public and the BPW of this WisDOT project, we can set expectations for stakeholders and avoid unanticipated outcomes.

LEGAL:

1. **City Attorney Review:** N/A

FISCAL IMPACT:

1. **Amount of Recommendation/Cost of Project:** This project has no local share unless the City requests crosswalk enhancements or other improvements that are outside of the WisDOT scope.

BOARD/COMMITTEE/COMMISSION RECOMMENDATION: N/A

PUBLIC OUTREACH: WisDOT postcard to all abutting property owners, February 2025

IF APPROVED, NEXT STEPS: N/A

ATTACHMENTS: None. If you would like to see the plan set prior to the meeting, please email me your request. The file is large and cannot be attached as part of the packet.

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Board of Public Works

FROM: Roger Strohm, City Engineer

DATE: February 10, 2026

SUBJECT: Consideration and Possible Action on Construction Change Order 4 at the Wastewater Treatment Plant

ISSUE: Should the Board of Public Works approve Change Order 4?

STAFF RECOMMENDATION: Staff recommends approval of WWTP change order 4.

RECOMMENDED MOTION: I move to approve the staff recommendation.

BACKGROUND/DISCUSSION:

The cost for each item below is shown in the attached draft change order. The total amount of change order 4 is \$144,813.

Change Order #0004

Flooding-related cleanup – Disassemble aeration piping, clean and reassemble because flow overtopped active tanks into the tank that was down for construction work. General clean up of equipment and tools. ADD \$11,858.

Time-and-materials (T&M) cost to temporarily connect Blower No. 3 to provide a backup blower because of failure of Blower No. 1. Blower No. 1 was not part of the construction project. Blower 3 was a new blower to be installed. It was temporarily connected to the Blower 1 position so that a redundant blower was available. It was not able to be connected to its intended location because that piping work was not yet completed. ADD \$28,506.

T&M cost to remove and cap the hot water recovery/return system piping. The work was requested by the plant operators to remove this piping because it was no longer used or functional. ADD \$2,138

T&M cost to temporarily install an existing sludge transfer pump for Primary Digester No. 2. The existing sludge transfer pump from Primary Digester 1 was temporarily hooked up on Primary Digester 2 because delays in shipment of the permanent pump. This allowed the project to continue to proceed. ADD \$7,582

Add stair access to the Primary Digester No. 2 cover. This change was made due to health and safety. This digester only had ladder access. Crews had to carry tools and sampling equipment up the ladder. ADD \$20,735

Modify the stairs in the Digester Building electrical room. The stairs needed to be modified because they were in conflict with the motor control center (MCC). The actual room size did not match the record drawings. ADD \$5,315

Replace insulation on the digester gas piping. The existing insulation was failing, (torn and falling off)
ADD \$3,730

Add pipe support for digested sludge recirculation piping. The existing pipe support was connected to the biogas piping which was removed. ADD \$4,902

Add flexible couplings and manual air releases to reduce vibration on the plant water pumps. The existing piping was rigidly connected to the pumps. Adding the flexible couplings and air release reduces the vibration transfer from the pump to the pipe and makes removal of piping pieces easier when maintenance is required. This was requested by plant staff. ADD \$11,621

Provide a potable water connection in the gravity thickener room to hose bibbs and boiler makeup water. Add a backflow preventer. Staff needed an additional hose bibb in this room to facilitate cleaning. The backflow preventer was added to bring the system up to code. ADD \$11,457

Remove and replace the flange on the gas well for the secondary digester. After the digester was taken down and emptied, it was determined by the manufacturer that this flange needed replacement. Prepare and paint. ADD \$16,115

Install suction pressure gauges on DSLTP-60-01 through 60-04, DRLP-60-01 and 60-03, and TWASP-60-01 and 60-02. Added 8 gauges to the suction side of various pumps to assist operators. ADD \$10,969

Modify the stair support to provide additional space between the grit room door and support. ADD \$8,518

T&M cost to remove additional concrete and piping north of the new Digester Building electrical room door (items not included in Change Order Item 3c). This was abandoned piping and concrete was a trip hazard. ADD \$1,694

Prepare and paint the steel plate on the top of the secondary digester that was not accessible when the dome was in place. Inspection after the dome removal indicated failing coating systems. ADD \$6,867

Remove Class 1, Division 1, Groups C and D junction box in the Digester Building. (DEDUCT) (\$7,194)

Time extension (154 days) due to delays with electrical equipment.
ADD \$0

STRATEGIC PLAN:

1. **Strategic Direction:** Creating Accountability Through Policies & Procedures.
2. **Impact on Strategic Direction:** Executing and monitoring change orders for construction and operational efficiency.

LEGAL:

1. **City Attorney Review:** No
2. **Legal Comments & Conclusions:** N/A
3. **Statutory References:** N/A

FISCAL IMPACT:

1. Amount of Recommendation/Cost of Project:

See the attached TPCSR

2. Source of Funding: Clean Water Loan Fund

3. Operating and Maintenance Cost: N/A

BOARD/COMMITTEE/COMMISSION RECOMMENDATION: Included in approved 2025 CIP.

PUBLIC OUTREACH: N/A

IF APPROVED, NEXT STEPS: Execute change order.

ATTACHMENTS:

Change Order No. 4

TPCSR



January 7, 2026

CHANGE ORDER NO. 4

PROJECT: Wastewater Treatment Plant Improvements
OWNER: City of Port Washington, Wisconsin
CONTRACT: 1-2023
CONTRACTOR: August Winter and Sons, Inc.

Description of Change

4a	Flooding-related cleanup (General Site-\$7,942; Aeration Tank Riser Pipes Cleaning-\$1,533; Aeration Pipe Reassembly-\$2,383).	ADD	\$11,858
4b	Time-and-materials (T&M) cost to temporarily connect Blower No. 3 to provide a backup blower because of unplanned issues with Blower No. 1.	ADD	\$28,506
4c	T&M cost to remove and cap the hot water recovery/return system piping.	ADD	\$2,138
4d	T&M cost to temporarily install an existing sludge transfer pump for Primary Digester No. 2.	ADD	\$7,582
4e	Add stair access to the Primary Digester No. 2 cover.	ADD	\$20,735
4f	Modify the stairs in the Digester Building electrical room.	ADD	\$5,315
4g	Replace insulation on the digester gas piping.	ADD	\$3,730
4h	Add pipe support for digested sludge recirculation piping.	ADD	\$4,902
4i	Add flexible couplings and manual air releases to reduce vibration on the plant water pumps.	ADD	\$11,621
4j	Provide a potable water connection in the gravity thickener room to hose bibbs and boiler makeup water. Add a backflow preventer.	ADD	\$11,457
4k	Remove and replace the flange on the gas well for the secondary digester. Prepare and paint.	ADD	\$16,115
4l	Install suction pressure gauges on DSLTP-60-01 through 60-04, DRLP-60-01 and 60-03, and TWASP-60-01 and 60-02.	ADD	\$10,969
4m	Modify the stair support to provide additional space between the grit room door and support.	ADD	\$8,518
4n	T&M cost to remove additional concrete and piping north of the new Digester Building electrical room door (items not included in Change Order Item 3c).	ADD	\$1,694
4o	Prepare and paint the steel plate on the top of the secondary digester that was not accessible when the dome was in place.	ADD	\$6,867

City of Port Washington–August Winter and Sons, Inc.
 Contract 1-2023, Change Order No. 4
 Page 2
 January 7, 2026

4p	Remove Class 1, Division 1, Groups C and D junction box in the Digester Building.	(DEDUCT)	(\$7,194)
4q	Time extension (154 days) due to delays with electrical equipment.	ADD	\$0
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$144,813

Contract Price Adjustment

Original Contract Price	\$11,028,000
Previous Change Order Adjustments	\$245,005
Adjustment in Contract Price this Change Order	\$144,813
Current Contract Price including this Change Order	\$11,417,818

Contract Substantial Completion Date Adjustment

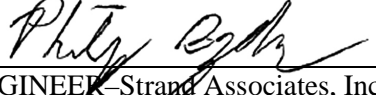
Original Contract Substantial Completion Date	September 30, 2025
Contract Substantial Completion Date Adjustments due to previous Change Orders	90 Days
Contract Substantial Completion Date Adjustments due to this Change Order	154 Days
Current Substantial Contract Completion Dates including all Change Orders	June 1, 2026

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	October 31, 2025
Contract Final Completion Date Adjustments due to previous Change Orders	90 Days
Contract Final Completion Date Adjustments due to this Change Order	154 Days
Current Final Contract Completion Dates including all Change Orders	July 2, 2026


This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED



 ENGINEER–Strand Associates, Inc.® January 7, 2026
 Date

APPROVED



 CONTRACTOR–August Winter and Sons, Inc. 1/8/2026
 Date

APPROVED

 OWNER–City of Port Washington, Wisconsin Date

Project Budget Sheet					
Budget Line Items		Project Budget / Loan Amount	Cost to Date	Anticipated Cost	Over/Under
1	Force Account Work				
		\$ -			
	#1 Total	\$ -			
2	Interim Financing				
b.	Interest on 2021 \$960,000 BAN				
	#2 Total	\$ -	\$ -	\$ -	\$ -
3	Preliminary Design/Engineering				
	Strand	\$ 487,200.00	\$ 487,199.00	\$ 487,199.00	\$ (1.00)
	#3 Total	\$ 487,200.00	\$ 487,199.00	\$ 487,199.00	\$ (1.00)
4	Land or Easement Acquisition				
		\$ -			
	#4 Total	\$ -	\$ -		\$ -
5	Construction Management/Engineering				
a.	Strand	\$ 750,000.00	\$ 582,645.00	\$ 750,000.00	
	#5 Total	\$ 750,000.00	\$ 582,645.00	\$ 750,000.00	\$ -
6	Construction/Equipment				
a.	August Winters & Sons	\$ 11,028,000.00	\$ 10,735,337.00	\$ 11,028,000.00	
	#6 Total	\$ 11,028,000.00	\$ 10,735,337.00	\$ 11,028,000.00	\$ -
7	Contingency & Change Orders				
	Change Order 1		\$ 53,907.00	\$ 53,907.00	
	Change Order 2		\$ 158,503.00	\$ 158,503.00	
	Change Order 3		\$ 32,595.00	\$ 32,595.00	
	Change Order 4		\$ 144,813.00	\$ 144,813.00	
	Anticipated			\$ 110,000.00	
		\$ 551,400.00			
	#7 Total	\$ 551,400.00	\$ 389,818.00	\$ 499,818.00	\$ (51,582.00)
8	Miscellaneous Costs				
	#8 Total	\$ -	\$ -	\$ -	\$ -
9	Closing Costs				
a.	Financial Advisor	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	
b.	Bond Counsel	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	
	#9 Total	\$ 33,500.00	\$ 33,500.00	\$ 33,500.00	\$ -
10	Total Project Costs TOTAL	\$ 12,850,100.00	\$ 12,228,499.00	\$ 12,798,517.00	\$ (51,583.00)

Dystor Cover Insurance
Screw Pumps Insurance/Equipment Replacement/Warranty

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Board of Public Works

FROM: Roger Strohm, City Engineer

DATE: February 10, 2026

SUBJECT: Consideration and Possible Action on a Task Order Agreement with VMC to Provide Consulting Services Related to Communication Facilities on City Structures.

ISSUE: Should the Board of Public Works approve a task order agreement with VMC to provide consulting services related to communication facilities on city structures such as our water towers and the police lattice tower?

STAFF RECOMMENDATION: Staff recommends the Board of Public Works approve a task order agreement with VMC related to communication facilities on city structures such as our water towers and the police lattice tower.

RECOMMENDED MOTION: I move to approve staff recommendation.

BACKGROUND/DISCUSSION: The City receives frequent requests from communication companies, typically cell phone providers, to change equipment located on the city water towers or police lattice tower. When we receive these requests, we ask for a completed application (see attached) and fees to review the application, construction drawings, and if necessary structural calculations. The City then engages VMC to review these documents and if necessary, conduct a pre and post inspection.

This agreement is to cover costs associated with more general questions that city staff may engage VMC regarding facilities on City structures. City staff is starting to review the feasibility of installing monopoles adjacent to the water towers to move this equipment off the water tower; thereby, making our water supply more secure. This is an example of an item that we may want to discuss with VMC.

Projects with VMC will be covered under their own task order.

VMC is a company that specializes in communication facilities and works for local governments and not the communication company.

STRATEGIC PLAN:

1. **Strategic Direction:** Creating Accountability through Policies and Procedures.
2. **Impact on Strategic Direction:** We are using experts in these fields to reduce city liability being accountable to city residents to protect the City and its assets.

LEGAL:

1. **City Attorney Review:** No
2. **Legal Comments & Conclusions:** N/A
3. **Statutory References:** N/A

FISCAL IMPACT:

1. Amount of Recommendation/Cost of Project:

Initial Project Cost Estimate: \$5000

Approved Budget Project Cost: N/A – operations budget

2. Source of Funding: Water Utility Operations

3. Operating and Maintenance Cost: TBD

BOARD/COMMITTEE/COMMISSION RECOMMENDATION: None

PUBLIC OUTREACH: None.

IF APPROVED, NEXT STEPS: After, City Attorney review, execute the task order.

ATTACHMENTS:

VMC Task Order Agreement

VMC Terms and Conditions

Communication Facility Application



TASK ORDER FOR GENERAL ENGINEERING SERVICES

THIS GENERAL ENGINEERING TASK ORDER ("Agreement") is entered into as of the 6th day of January 2026 (the "Effective Date"), by and between VMC, LLC, located at 1650 West End Blvd., Suite 100, St Louis Park, MN 55416 ("Consultant"), and City of Port Washington located at 100W Grand Ave, P.O. Box 307 Port Washington, WI 53074 ("Client"). This Agreement refers to Consultant and Client collectively as the "Parties" and individually as a "Party." All services authorized under this Agreement are governed by and subject to the **General Terms and Conditions Agreement**.

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **On Call General Engineering Services**

Client's Project Manager	Roger E Strohm Jr, P.E. City Engineer
Address	City of Port Washington, Wisconsin
	100 W Grand Avenue, P.O. Box 307
	Port Washington, WI 53074
Client's Accounts Payable Email	
Invoices will be sent to this contact	
VMC Director	Dale Romsos
Address	1650 West End Blvd., St Louis Park, MN 55416
Telephone	715-645-9360
Email	dale.romsos@vmcllc.com

I. Scope of Work: General Engineering Services

General Engineering Services are immediate or minor services requested and authorized by Client via email. Examples of general services that may be requested by Client include but are not limited to:

1. Attending non-project related meetings or other meetings as requested.
2. Attending meetings with staff or Client, as requested.



3. Answering routine engineering-related questions.

When possible, Consultant will provide a fee estimate at the time the services are requested. Client will authorize Consultant to proceed with general engineering services by sending an email from Client's Authorized Representative to Project Manager with details of work required.

II. Total Cost

The total cost will not exceed \$5000 unless otherwise approved in writing by Client. The payment method, basis, frequency, and other special conditions are set forth in the **General Terms and Conditions Agreement**.

III. Other Terms and Conditions

Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: none

Accepted by:

Name, Title	
Signature	
Date	



General Terms and Conditions

Subject to the terms and on the conditions set forth, The City of Port Washington located at 100 W Grand Avenue, P.O. Box 307 Port Washington, WI 53074 "Client" desires to engage VMC LLC at 1650 West End Blvd., Suite 100, St Louis Park, MN 55416, "Consultant" to provide certain professional services, and Consultant is willing to provide such professional services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

1. Defined Terms. As used in this Agreement, the following terms have the following meanings:

(a) **"Affiliate"** means, with respect to a Person, any other Person who or that directly or indirectly controls, is controlled by, or is under common control with the first-mentioned Person. For purposes of this definition, the term "control" (including the terms "controls," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to direct the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise, including the ability to elect the members of the board of directors or other governing body of a Person.

(b) **"Agreement"** has the meaning set forth in the Preamble.

(c) **"Claim"** has the meaning set forth in Section 12(d).

(d) **"Client"** has the meaning set forth in the Preamble.

(e) **"Consultant"** has the meaning set forth in the Preamble.

(f) **"Confidential Information"** means any information that is treated as confidential by a Party, including all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether marked, designated, or otherwise identified as "confidential." The term "Confidential Information" excludes information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.



- (g) **"Disclosing Party"** has the meaning set forth in Section 7.
- (h) **"Force Majeure"** has the meaning set forth in Section 16.
- (i) **"Indemnified Party"** has the meaning set forth in Section 12(d).
- (j) **"Indemnifying Party"** has the meaning set forth in Section 12(d).
- (k) **"Instruments of Service"** has the meaning set forth in Section 10(a).
- (l) **"Intellectual Property Rights"** has the meaning set forth in Section 10(a).
- (m) **"Losses"** means any losses, injury, death, damages, deficiencies, debts, liabilities, actions, proceedings, demands, litigation, lawsuits, arbitrations, inquiries, audits, notices of violation, citations, summons, subpoenas, investigations, judgments, awards, interest, fines, penalties, costs, or expenses, including, reasonable legal fees.
- (n) **"Parties"** or **"Party"** has the meaning set forth in the Preamble.
- (o) **"Person"** means any natural individual, corporation, partnership, limited partnership, limited liability company, joint venture, joint stock or other company, association, bank, trust company, trust, or other entity, whether or not a legal entity, or any governmental body in the United States.
- (p) **"Project"** means Tasks 1, 2, and 3, as outlined in Professional service agreement
- (q) **"Receiving Party"** has the meaning set forth in Section 7.
- (r) **"Representatives"** means, with respect to a Party, the Party's Affiliates and the respective members, shareholders, partners, directors, managers, officers, employees, agents, independent contractors, subcontractors, attorneys, accountants, and other professional advisors of the Party or any of its Affiliates.
- (s) **"Service Fees"** has the meaning set forth in Section 4(a).
- (t) **"Services"** has the meaning set forth in Section 2(a).
- (u) **"Term"** has the meaning set forth in Section 11.

The foregoing is not an exhaustive list of the defined terms used herein and additional terms may be defined throughout this Agreement.

2. Engagement and Services.

(a) Engagement. Subject to the terms and on the conditions of this Agreement, Client engages Consultant to provide those professional and other services set forth in Professional Service Agreement attached to this Agreement (collectively, the **"Services"**), and



Consultant agrees to provide the Services to Client, during the Term, in exchange for the Service Fees (as defined in Section 4(a)). Consultant will provide the Services only to Client, and Client may not resell any of the Services to any third party or permit the use of the Services for the benefit of any third party.

(b) Additional Services. If Consultant determines that Client has requested or directed Consultant to perform any services that are beyond the scope of the Services set forth in Professional Service Agreement or that, due to changed conditions or changes in the method or manner of the Project, Consultant's effort exceeds the stated Service Fee, then Consultant will notify Client regarding the need to adjust the Services and the Service Fee by providing updated Professional Service Agreement and Exhibit A. Upon notification and in the absence of any written objection from Client within fifteen (15) days of delivery of the notice, Consultant will provide the Services and will be entitled to the Service Fee set forth in the updated Professional Service Agreement and Exhibit A.

(c) Level of Services. Consultant will act in a commercially reasonable manner and perform the Services with a degree of care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances, at the same time and in the same locality.

(d) Delegation. Consultant may delegate specific aspects of its obligations under this Agreement to a third party.

3. Schedule. Unless specific periods or dates for providing the Services are specified in Professional Service Agreement, Consultant's obligation to render the Services under this Agreement will be for a period that may reasonably be required for the completion of the Services. If Client has requested changes in the scope, extent, or character of the Project or the Services, the time of performance and compensation for the Services will be equitably adjusted. Client acknowledges and agrees that Consultant is not responsible for any Losses arising directly or indirectly from delays beyond Consultant's control. If delays resulting from such causes increase the cost or the time required by Consultant to perform the Services, Consultant will be entitled to an equitable adjustment in its compensation and any schedule for the performance of the Services.

4. Service Fees and Reimbursement

(a) Service Fee. In consideration of the provision of the Services by Consultant, Client shall pay the fees set forth in Exhibit A attached to this Agreement (collectively, the "**Service Fees**"), as amended from time to time in accordance with this Agreement. Consultant will submit an invoice for the Service Fees as outlined under specific tasks in Professional Service Agreement, and Client shall pay the amounts stated on each invoice within thirty (30) days of the invoice date.

(b) Lump Sum. The Client agrees to pay Consultant a total lump sum amount for the completion of services specified in Professional Service Agreement. This lump sum payment encompasses all costs associated with labor, materials, equipment, and overhead necessary to fulfill the obligations detailed herein.

(c) Reimbursement. Client shall reimburse Consultant for all actual, documented, and reasonable travel and out-of-pocket costs and expenses incurred by Consultant



in the course of providing the Services. Consultant will include any expenses for reimbursement in its invoice for the Service Fees, along with receipts and reasonable supporting documentation, and Client will pay all properly invoiced amounts to Consultant within thirty (30) days of the invoice date.

(d) Taxes and Other Charges. Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local government entity on any amounts payable by Consultant under this Agreement. To the extent that Consultant is required to pay any such taxes, duties, or charges, Client shall reimburse Consultant in connection with its payment of the Service Fees and reimbursement of expenses as set forth in this Section 4. Notwithstanding the foregoing, Client will not be responsible for any taxes imposed on, or with respect to, Consultant's income, revenues, gross receipts, personnel, or real or personal property.

(e) Late Payments. Except for invoiced payments that Client has successfully disputed, all late payments will bear interest at the lesser of (i) the rate of one and one-half percent (1.5%) per month and (ii) the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall also reimburse Consultant for all reasonable costs incurred in collecting any late payments, including attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Consultant does not waive by the exercise of any rights under this Agreement), Consultant will be entitled to suspend the provision of any Services if Client fails to pay any amounts when due under this Agreement and such failure continues for five (5) days following written notice of such failure.

5. Client Responsibilities

(a) Client shall, in proper time and sequence, at no expense to Consultant, provide full information as to Client's requirements for the Services, including data, reports, sub-surface explorations, laboratory tests, environmental assessments and impact statements, surveys, property descriptions, zoning and other land-use restrictions, as-built drawings, and electronic data base and maps; and grant Consultant with access to all public and private lands required for Consultant to perform the Services.

(b) Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project or the Services.

(c) Client shall provide prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any changes in the Project or any defect in the Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents provided by Consultant and render the necessary decisions and instructions, so that Consultant can perform the Services in a timely manner.

(d) Client shall require all utilities with facilities within the Project site to (i) locate and mark the utilities upon request, (ii) relocate or protect the utilities as necessary to



accommodate the Project work, (iii) submit a schedule of the necessary relocation or protection activities to Client for review, and (iv) comply with an agreed-upon schedule.

6. Reliance. Consultant will be entitled to rely on the accuracy and completeness of information or services furnished by Client or other parties employed or engaged by Client, and Consultant will not be responsible for any Losses arising from Consultant's reliance.

7. Confidentiality. From time to time during the Term, a Party (the "**Disclosing Party**") may disclose or make available to the other Party (the "**Receiving Party**"), Confidential Information of the Disclosing Party. The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any Person, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it must, before making such disclosure, use commercially reasonable efforts to notify the Disclosing Party of such requirements to afford the Disclosing Party the opportunity to seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy.

8. Representations and Warranties. Each Party represents and warrants to the other Party that (a) the Party has the requisite right and authority to enter into this Agreement on the terms and conditions set forth in this Agreement and to perform its obligations under this Agreement; and (b) no other approval or authorization of this Agreement or the acts or transactions set out in this Agreement is required by any applicable law or otherwise by any third party.

9. No Other Representation or Warranty. Except as expressly provided in Section 8, Consultant makes no representations or warranties in connection with the Services, whether express or implied, including warranties of merchantability and fitness for a particular purpose; and Consultant, for itself and on behalf of any of its Affiliates, disclaims any such representations and warranties. Consultant neither guarantees the performance of any contractor nor assumes any responsibility for any contractor's failure to furnish and perform the work in accordance with such contractor's documents or any documents prepared or reviewed by Consultant. Consultant will not direct, supervise, or control the work of any construction contractors or their subcontractors at the Project site or otherwise; and Consultant will have no authority over or responsibility for the contractor's acts or omissions, or the means, methods, or procedures of construction. The Services do not include any review or evaluation of any safety or security measures of Client or any contractor or subcontractor, or the safety or security at the Project site.

10. Intellectual Property.



(a) Ownership of Proprietary Information. Consultant will own and retain all ownership rights, title, and interest in and to all results and proceeds of the Services performed under this Agreement and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the Services (collectively, "**Instruments of Service**"), and all patents, copyrights, trademarks, trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively, "**Intellectual Property Rights**"); and the same may not be deemed to be "work product" or "work made for hire."

(b) Client's Use of Instruments of Service. So long as Consultant has been paid in full for all Services and amounts due under this Agreement, Client will have the right in the form of a non-exclusive license to use Instruments of Service resulting from the Services performed under this Agreement.

(c) Reuse of Instruments of Service. All Instruments of Service are not intended or represented to be suitable for reuse by Client or other Persons on extensions of the Project or any other project or matter. Any reuse of any Instrument of Service without the prior written consent of, or adaptation by, Consultant for that specific purpose will be at Client's sole risk and without any liability or legal exposure to Consultant.

11. Term and Termination. The term of this Agreement commences as of the Effective Date and continues thereafter until the completion of the Services (the "**Term**") unless earlier terminated in accordance with any of the following:

- (a) by the mutual written agreement of the Parties;
- (b) by a Party if the other Party:
 - (i) makes an assignment or proposal in bankruptcy, or is petitioned into bankruptcy, or if it avails itself, or if any proceedings are brought against it, under any legislation designed for the relief of insolvent debtors or for the dissolution, liquidation, reorganization, re-arrangement, or winding-up of such Party;
 - (ii) is a party whose property, or any substantial part thereof, becomes possessed by a judicial or quasi-judicial officer, receiver, liquidator, trustee, or custodian or against whom a judgment has been made or pronounced which has not been paid or satisfied within fifteen (15) days after the same is made or pronounced;
 - (iii) is subject to a petition, certificate, or order for its winding up or dissolution, voluntarily or otherwise, or suspends the transaction of its usual business;



- (iv) is in breach of any of its obligations under this Agreement, which breach is not cured to the reasonable satisfaction of the non-defaulting Party within ten (10) days after written notice from the non-defaulting Party specifying the nature of the breach; or
- (c) by a Party with thirty (30) days' written notice to the other Party.

Termination or expiration of this Agreement does not affect Client's obligation to pay Consultant in respect of Services provided before the effective date of termination or expiration, as applicable. Termination or expiration of this Agreement does not impair a Party's rights or remedies on account of any antecedent breach of this Agreement.

12. Indemnification.

(a) Indemnification by Consultant. Neither Consultant nor any of its Representatives will be liable for any action taken or omitted to be taken by it or such Representative under or in connection with this Agreement except that Consultant shall indemnify and hold harmless Client and Client's Representatives from and against any and all Losses suffered or incurred by Client or any of Client's Representatives that arise out of, result from, or are in any way connected with: (i) the willful misconduct or more culpable conduct of Consultant in respect of its obligations under this Agreement; or (ii) the breach of any covenant, agreement, representation, or warranty of Consultant under this Agreement.

(b) Indemnification by Client. Client shall indemnify and hold harmless Consultant and Consultant's Representatives from and against any and all Losses suffered or incurred by Consultant or any of its Representatives that arise out of, result from, or are in any way connected with: (i) the gross negligence, willful misconduct, or more culpable conduct of Client or any of Client's Representatives; (ii) the breach of any covenant, agreement, representation, or warranty of Client under this Agreement; or (iii) any use of any Instruments of Service on extensions of the Project or any other matter outside the scope of this Agreement.

(c) Environmental Indemnity. Client acknowledges and agrees that Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Accordingly, Client shall indemnify, defend, and hold harmless Consultant and Consultant's Representatives from and against any and all Losses suffered or incurred by Consultant or any of its Representatives that arise out of, result from, or are in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants, or contaminants of any kind at the Project site.

(d) Procedure for Third-Party Claims. If a Party (an "**Indemnified Party**") receives notice of any third-party claim, suit, or proceeding (a "**Claim**") or any Losses that may give rise to the Party's right to indemnification under this Agreement, the Party shall promptly notify the other Party (an "**Indemnifying Party**") of such Claims or Losses in reasonable detail and shall furnish to the Indemnifying Party copies of any relevant documents; provided, however, the failure by the Indemnified Party to notify the Indemnifying Party of any such Claim or Losses



shall not relieve the Indemnifying Party of its obligations under this Section 11. In such event, the Indemnifying Party, at its sole cost and expense, shall have the right, upon written notice to the Indemnified Party, to assume the defense of any such Claims. The Indemnifying Party shall not consent to a settlement of any such Claims or Losses without the prior written consent of the Indemnified Party, which consent may not be unreasonably withheld, conditioned, or delayed. The Indemnified Party shall be entitled to participate in (but not control) the defense of any such Claims with its own counsel and at its own expense.

13. Limitation of Consultant's Liability.

(a) CONSULTANT'S TOTAL LIABILITY TO CLIENT OR ANY OF ITS REPRESENTATIVES FOR ANY AND ALL LOSSES THAT ARISE OUT OF, RESULT FROM, OR ARE IN ANY WAY CONNECTED WITH, THE PROJECT, THE SERVICES, OR THIS AGREEMENT FROM ANY ONE OR MORE CAUSES, INCLUDING CONSULTANT'S GROSS NEGLIGENCE (OR LESS CULPABLE CONDUCT), ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF A WARRANTY, INACCURACY OF A REPRESENTATION, WILL NOT EXCEED THE LESSER OF (A) AGGREGATE AMOUNT OF THE SERVICE FEES PAID DURING THE PRIOR SIX (6) MONTH PERIOD, AND (B) ONE HUNDRED THOUSAND U.S. DOLLARS (\$100,000.00).

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, CONSULTANT WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS, LOST RENTALS, REPUTATIONAL LOSS, LOSS OF MANAGEMENT OR EMPLOYEE PRODUCTIVITY, LOSS OF FUTURE REVENUE, OR DIMINUTION OF VALUE.

(c) Client's sole and exclusive remedy for any Losses must be directed or asserted only against Consultant and not against any of Consultant's individual Representatives.

14. No Right of Setoff. Each Party hereby acknowledges that it shall have no right under this Agreement to set off any amounts owed (or to become due and owing) to the other party, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by the other Party.

15. Insurance. At all times during the Term, each Party shall procure and maintain in force, at its sole cost and expense, coverage for commercial general liability, errors and omissions or professional liability, workers' compensation, or any other insurance, in such amounts and with such insurers, in each case with policy limits in commercially reasonable amounts and sufficient to protect and indemnify the other Party.

16. Force Majeure. Consultant will not be liable or responsible to Client, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the reasonable control of Consultant ("**Force Majeure**"), including: (a) acts of God (including, without limitation, flood, fire, earthquake, pandemic, or epidemic); (b) war, invasion, hostilities (whether or not war is declared), terrorist threats or acts, riot or other civil



unrest; (c) government order, law, or actions not due to the acts or omissions of Consultant; (d) embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns, or other industrial disturbances; (g) shortage of adequate power, raw materials, or transportation facilities; (h) transport delays; (i) loss or damage to data, equipment or hardware; or (j) outage or discontinuation (other than at the request of, or as a result of a breach by, Consultant) of any software, servers, networks, platforms, peripherals, or similar or related items of automated, computerized, or other information technology networks and systems. Upon the occurrence of a Force Majeure event, Consultant will give notice to Client as soon as practical, stating the period the occurrence is expected to continue, and will use commercially reasonable efforts to end or minimize the effects of such failure or delay. Consultant will resume the performance of Consultant's obligations as soon as reasonably practicable after the removal of the Force Majeure event.

17. Survival. The provisions of Sections 4, 7, 10, 12, and 13 will survive the termination or expiration of this Agreement.

18. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable the term or provision in any other jurisdiction.

19. Governing Law; Jurisdiction. The Parties acknowledge and agree this Agreement will be governed by and construed in accordance with the domestic laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Minnesota. EACH PARTY: (a) AGREES AND CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS OF MINNEAPOLIS (HENNEPIN COUNTY), MINNESOTA, AND THE U.S. DISTRICT COURT FOR MINNESOTA (IF FEDERAL JURISDICTION EXISTS), AND ANY APPLICABLE APPELLATE COURTS, WITH RESPECT TO ALL MATTERS RELATING TO THIS AGREEMENT; (b) WAIVES ALL OBJECTIONS BASED ON LACK OF VENUE AND FORUM NON CONVENIENS; AND (c) IRREVOCABLY CONSENTS TO THE PERSONAL JURISDICTION OF ALL SUCH COURTS.

20. Amendment. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

21. Waiver. Any waiver of a default or provision under this Agreement must be in writing and signed by the waiving Party. No waiver will represent a waiver of any other default or provision concerning the same or any other provision of this Agreement. No delay or omission by a Party in the exercise of any of its rights or remedies will constitute a waiver of (or otherwise impair) such right or remedy. A consent to or approval of an act will not waive or render unnecessary the consent to or approval of any other or subsequent act.

22. Exercise of Rights. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement



will operate or be construed as a waiver, and no single or partial exercise of any right, remedy, power, or privilege under this Agreement will preclude any other or further exercise of the same or any other right, remedy, power, or privilege.

23. Entire Agreement. This Agreement, together with any exhibits, schedules, addenda, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to its subject matter. This Agreement supersedes all prior or contemporaneous agreements, understandings, representations, and warranties, whether oral or written.

24. Further Assurances. Each Party will do and perform, or cause to be done and performed, all such further acts and things, and will execute and deliver all such other agreements, certificates, documents, or other instruments as the other Party may reasonably request in order to carry out the intent and purposes of this Agreement.

25. Delivery by Electronic Transmission. This Agreement, to the extent signed and delivered by means of a facsimile machine, PDF, or other electronic transmission, will be treated in all manner and respects as an original contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of either Party, the other Party will re-execute original forms thereof and deliver them to the other Party. No Party will raise the use of a facsimile machine, PDF, or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a contract and each such Party forever waives any such defense.

26. Assignment. Neither this Agreement nor any right, remedy, obligation, or liability arising under this Agreement or by reason of this Agreement may be assigned by a Party, nor may a Party cause any obligation or liability under this Agreement to be assumed by any Person, without the prior written consent of the other Party, which may not be unreasonably withheld, conditioned, or delayed.

27. Binding Effect. The terms and conditions of this Agreement will inure to the benefit of and be binding upon the Parties and their heirs, legal representatives, successors, and permitted assigns.

28. No Third-Party Beneficiaries. No person will have any rights, interest, or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

29. Notices. All notices, requests, demands, claims and other communications hereunder will be in writing and will be deemed duly given (a) when delivered by facsimile transmission with confirmation of delivery, (b) upon receipt if delivered personally, or (c) on the first day following dispatch if sent by an internationally recognized overnight courier service, provided that a copy is also sent to the recipient via email, in each case to the Party's address set forth below.



(a) If to Consultant:

VMC, LLC
1650 West End Boulevard, Suite 100
St. Louis Park, MN 55416
Attention: Angela Merrifield
Email: amerrifield@vmc.com

(b) If to Client:

Roger E Strohm Jr, P.E. | City Engineer
City of Port Washington, Wisconsin
100 W Grand Avenue, P.O. Box 307
Port Washington, WI 53074

A Party may change the address to which notices, requests, demands, claims, and other communications under this Agreement are to be delivered by giving the other Party notice in the manner set forth in this [Section 29](#).

30. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party will have authority to contract for or bind the other Party in any manner whatsoever.

31. Drafting. Each Party has reviewed this Agreement and has had the opportunity to have the Party's counsel review this Agreement. The rule of construction that ambiguities are resolved against the drafting Party or in favor of the Party receiving a particular benefit under an agreement may not be used to interpret this Agreement.

32. Interpretation. In this Agreement: (a) the headings are only for convenience of reference and will not affect the meaning or interpretation of this Agreement; (b) the words "herein," "hereunder," "hereby" and similar words refer to this Agreement as a whole (and not to the particular sentence, paragraph, or Section where they appear); (c) terms used in the plural include the singular, and vice versa, unless the context clearly requires otherwise; (d) unless expressly stated to the contrary, reference to any document, exhibit, or other attachment means such document, exhibit, or other attachment as amended or modified and as in effect from time to time in accordance with the terms thereof; (e) unless expressly stated to the contrary, reference to any law means such law as amended, modified, codified, replaced, or reenacted, in whole or in part, and as in effect from time to time, including any rule or regulation promulgated thereunder; (f) the words "including," "include," and variations thereof are deemed to be followed by the words "without limitation and without limiting the generality of the foregoing"; (g) "or" is used in the sense of "and/or"; "any" is used in the sense of "any or all"; and "with respect to" any item includes the concept "of" such item or "under" such item or any similar relationship regarding such item; (h) unless expressly stated herein to the contrary, reference to a document, including this



Agreement, will be deemed to also refer to each annex, addendum, exhibit, schedule, or other attachment thereto; (i) unless expressly stated herein to the contrary, reference to a Section is to a section of this Agreement; (j) when calculating a period, if the last day of such period is not a business day, such period will end on the next day that is a business day, and (k) with respect to all dates and periods in or referred to in this Agreement, time is of the essence.

[Signature Page Follows]



IN WITNESS WHEREOF, each of the Parties has duly executed and delivered this Agreement as of the Effective Date.

CONSULTANT:

VMC, LLC,
a Minnesota limited liability company

By: _____

Name: Angela Merrifield

Title: President

CLIENT:

City of Port Washington

By: _____

Name: _____

Title: _____



Exhibit A

2025

Standard Consulting Rates

<u>Labor Category</u>	<u>Rate</u>
Consultant VI	\$316.15
Consultant V	\$275.83
Consultant IV	\$246.13
Consultant III	\$217.48
Consultant II	\$164.44
Consultant I	\$137.92
Technical Support III	\$192.02
Technical Support II	\$153.83
Technical Support I	\$111.39



Application for Placement of Communication Facilities and Antennas on City Property

A. General Project Information

Project Name: _____

Project Address: _____

Site Type (e.g., water tower, rooftop): _____

Proposed Location Details: _____

B. Applicant Information

Wireless Carrier Name (full corporate designation): _____

Applicant Name: _____

Company Represented: _____

Mailing Address: _____

Contact Person: _____

Title: _____

Phone: _____

Email: _____

Technical Advisor (A&E Firm): _____

Technical Advisor Phone: _____

Technical Advisor Email: _____

C. Project Description

Provide a detailed scope of work including the number of antennas, size/type, installation equipment, interconnection plans, and any related modifications to existing infrastructure. _(Attach extra sheets if necessary)_

D. Radio & Technical Specifications

Proposed Radio Band: _____

Proposed Frequency(ies): _____

Service Type (SMR, ESMR, PCS, Cellular, etc.): _____

Unlicensed Spectrum (Yes/No): _____

Is this site interconnected with others? (Yes/No): _____

If Yes, explain backhaul method and attach schematic.

E. Structural and Equipment Details (Attach Specifications)

- Number of antennas & zones
- Antenna type, model, dimensions
- Radio units (type, quantity, size)
- Cable specs and routing
- Dish equipment (quantity, type, microwave/satellite)
- GPS antenna (Yes/No – provide size/weight)
- Ground equipment: cabinets, cooling, generator, isolators, filters
- Site access requirements
- Power requirements

F. Required Submittals

- Proposed lease and lease area exhibit
- Site plan showing existing and proposed conditions
- Preliminary construction drawings (elevations, conduit routing)
- Structural calculations and stamped drawings
- Intermodulation study (if applicable)
- RF Coverage Maps (if DAS is used)
- Equipment specifications for antennas, dishes, cabinets, etc.

Escrow check (\$8,000) and admin fee check (\$2,000)

G. Legal and Financial Requirements

- Escrow: \$8,000 certified check for professional reviews (engineering, legal, construction).
- Administration Fee: \$2,000 non-refundable.

• All review costs must be paid before review begins. Additional costs will be invoiced. Any over payments will be refunded.

• Checks made payable to:

City of Port Washington
100 W Grand Ave
Port Washington, WI 53074
(262) 284-2600

H. Approvals Required

City Administrator: _____ Date: _____

City Attorney: _____ Date: _____

City Engineer: _____ Date: _____

The City Administrator will not approve the application until a final, recorded lease is provided. Final lease agreements require the approval of the common council prior to recording.

I. Signature and Acknowledgment

By signing below, I certify that I understand this application is subject to legal and engineering review, does not guarantee lease approval, and may be subject to public hearings or council review.

Signature (Wireless Carrier Representative): _____

Name (Print): _____

Title: _____

Date: _____

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Board of Public Works

FROM: Roger Strohm, City Engineer

DATE: February 10, 2026

SUBJECT: Consideration and Possible Action on Construction Change Order for the Library Renovations

ISSUE: Should the Board of Public Works approve the Change Order?

STAFF RECOMMENDATION: Staff recommends approval of the Library Renovation change order.

RECOMMENDED MOTION: I move to approve the staff recommendation.

BACKGROUND/DISCUSSION:

The cost for each item below is shown in the attached draft change order. The total amount of change order is \$13,399.91.

Change Order

PCCO 1 includes leveling the vestibule floor at the entry to library from the parking lot. The surface below the tile was loose material requiring a concrete leveling course to be poured. Also included is a deduct for carpeting and placement of tile in the bathrooms. Deduct 8060.82.

PCCO 2 is adding electrical outlets to the floor of computer lab. Add \$6049.53

PCCO 3 is adding a leveler to the front entrance from Grand Avenue. Similar to PCCO 1 the existing surface was not suitable for the flooring. Add \$907.20

PCCO 4 includes performing additional plumbing demolition in the kitchen. The women's restroom downstairs was 2" out of level and not draining to the floor drain. This required a leveling course to be placed to properly drain the room. The existing HVAC registers on the first floor require a new coat of paint. The drop ceiling in the community room hangs below the top of the window. A white steel soffit was placed to finish the appearance of the ceiling from the outside of the room. Lights at the bottom of the stairwell are dim. New lights were donated by the electrician but the labor to install the lights is included. Add \$14,504

STRATEGIC PLAN:

- 1. Strategic Direction:** Creating Accountability Through Policies & Procedures.
- 2. Impact on Strategic Direction:** Executing and monitoring change orders for construction and operational efficiency.

LEGAL:

1. **City Attorney Review:** No
2. **Legal Comments & Conclusions:** N/A
3. **Statutory References:** N/A

FISCAL IMPACT:

1. **Amount of Recommendation/Cost of Project:**

See TPCSR (attached)

2. **Source of Funding:** Grant Funds, General Funds, Library Reserves
3. **Operating and Maintenance Cost:** N/A

BOARD/COMMITTEE/COMMISSION RECOMMENDATION: Included in approved 2025 CIP.

PUBLIC OUTREACH: N/A

IF APPROVED, NEXT STEPS: Execute change order.

ATTACHMENTS:

PCCO 1-4
TPCSR



PCCO #001

Duffek Construction
 W229 N1870 Westwood Dr.
 Waukesha, Wisconsin 53186
 Phone: +12624442270

Project: 25-016 - W.J. Niederkorn Library Interior Reno
 316 W Grand Ave
 Port Washington, Wisconsin 53074

Prime Contract Change Order #001: Flooring Deduct and Added Work

TO:	City of Port Washington	FROM:	Duffek Construction W229 N1870 Westwood Dr. Waukesha, Wisconsin 53186
DATE CREATED:	7/30/2025	CREATED BY:	Brady Wright (Duffek Construction)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEW DATE:	
DUE DATE:		EXECUTED:	No
SCHEDULE IMPACT:		SIGNED CHANGE ORDER RECEIVED DATE:	
REVISED SUBSTANTIAL COMPLETION DATE:		CONTRACT FOR:	1:W.J. Niederkorn Library Interior Reno AIA
		TOTAL AMOUNT:	(\$8,060.82)

DESCRIPTION:
 CE #002 - Flooring Deduct and Additional Work
 This change order is for the following:
 - Self level in vestibule 201
 - Replace door 220 with new door
 - 1/4 in clear tempered glass for door 220.
 - Finish door 220.
 - Deduct for tiling 5 ft above finish floor in leu of entire wall in all lower level bathrooms.
 - Deduct for Bentley carpet (carpet is still the same, C-1).

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	Flooring Deduct and Added Work		(\$8,060.82)
Total:			(\$8,060.82)

CHANGE ORDER LINE ITEMS:

PCO # 001: Flooring Deduct and Added Work

#	Budget Code	Description	Amount
1	09-600.O Flooring.Other	Self leveler in vestibule 201	\$3,150.00
2	08-100.O Doors, Frames and Hardware.Other	New 220 door	\$368.84
3	08-800.O Glass and Glazing.Other	1/4 in glass for door 220	\$287.00
4	09-900.O Paints and Coatings.Other	Finish door 220	\$310.00
5	09-600.O Flooring.Other	Tile deduct	\$(6,935.00)
6	09-600.O Flooring.Other	Carpet deduct	\$(4,378.00)
Subtotal:			\$(7,197.16)
Supervision (5.00% Applies to All Line Items):			\$(359.86)
Insurance (1.00% Applies to All Line Items):			\$(71.97)
Fee (6.00% Applies to All Line Items):			\$(431.83)
Grand Total:			\$(8,060.82)

The original (Contract Sum)	\$1,163,537.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$1,163,537.00
The contract sum would be changed by this Change Order in the amount of	(\$8,060.82)
The new contract sum including this Change Order will be	\$1,155,476.18
The contract time will not be changed by this Change Order.	

City of Port Washington

Duffek Construction
W229 N1870 Westwood Dr.
Waukesha, Wisconsin 53186

SIGNATURE

DATE

SIGNATURE 8/4/25
DATE

SIGNATURE 8/6/25
DATE



PCCO #002

Duffek Construction
 W229 N1870 Westwood Dr.
 Waukesha, Wisconsin 53186
 Phone: +12624442270

Project: 25-016 - W.J. Niederkorn Library Interior Reno
 316 W Grand Ave
 Port Washington, Wisconsin 53074

Prime Contract Change Order #002: Classroom 220 Floor Outlets

TO:	City of Port Washington	FROM:	Duffek Construction W229 N1870 Westwood Dr. Waukesha, Wisconsin 53186
DATE CREATED:	9/02/2025	CREATED BY:	Brady Wright (Duffek Construction)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEW DATE:	
DUE DATE:		EXECUTED:	No
SCHEDULE IMPACT:		SIGNED CHANGE ORDER RECEIVED DATE:	
REVISED SUBSTANTIAL COMPLETION DATE:		CONTRACT FOR:	1:W.J. Niederkorn Library Interior Reno AIA
		TOTAL AMOUNT:	\$6,049.53

DESCRIPTION:
 CE #004 - Classroom 220 Floor Outlets
 This change order is for the following:
 - Labor and materials to install 2 floor boxes with black cover in classroom 220.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
002	Classroom 220 Floor Outlets		\$6,049.53
Total:			\$6,049.53

CHANGE ORDER LINE ITEMS:

PCO # 002: Classroom 220 Floor Outlets

#	Budget Code	Description	Amount
1	16-100.O Electrical.Other	Floor outlets	\$5,401.37
Subtotal:			\$5,401.37
Supervision (5.00% Applies to All Line Items):			\$270.07
Insurance (1.00% Applies to All Line Items):			\$54.01
Fee (6.00% Applies to All Line Items):			\$324.08
Grand Total:			\$6,049.53

The original (Contract Sum)	\$1,163,537.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$1,163,537.00
The contract sum would be changed by this Change Order in the amount of	\$6,049.53
The new contract sum including this Change Order will be	\$1,169,586.53
The contract time will not be changed by this Change Order.	

City of Port Washington

Duffek Construction
W229 N1870 Westwood Dr.
Waukesha, Wisconsin 53186

Brady Wright 09/09/2025
SIGNATURE DATE

Rose Hahn 9/14/25
SIGNATURE DATE

SIGNATURE DATE



PCCO #003

Duffek Construction
 W229 N1870 Westwood Dr.
 Waukesha, Wisconsin 53186
 Phone: +12624442270

Project: 25-016 - W.J. Niederkorn Library Interior Reno
 316 W Grand Ave
 Port Washington, Wisconsin 53074

Prime Contract Change Order #003: Vestibule 112 Floor Rework

TO:	City of Port Washington	FROM:	Duffek Construction W229 N1870 Westwood Dr. Waukesha, Wisconsin 53186
DATE CREATED:	10/17/2025	CREATED BY:	Brady Wright (Duffek Construction)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEW DATE:	
DUE DATE:		EXECUTED:	No
SCHEDULE IMPACT:		SIGNED CHANGE ORDER RECEIVED DATE:	
REVISED SUBSTANTIAL COMPLETION DATE:		CONTRACT FOR:	1:W.J. Niederkorn Library Interior Reno AIA
		TOTAL AMOUNT:	\$907.20

DESCRIPTION:
 CE #005 - Vestibule 112 Floor Rework
 This change order is for the following:
 - Labor and materials to apply self leveler to the floor in vestibule 112.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
003	Vestibule 112 Floor Rework		\$907.20
Total:			\$907.20

CHANGE ORDER LINE ITEMS:

PCO # 003: Vestibule 112 Floor Rework

#	Budget Code	Description	Amount
1	09-600.O Flooring.Other	Slef level work	\$810.00
Subtotal:			\$810.00
Supervision (5.00% Applies to All Line Items):			\$40.50
Insurance (1.00% Applies to All Line Items):			\$8.10
Fee (6.00% Applies to All Line Items):			\$48.60
Grand Total:			\$907.20

The original (Contract Sum)	\$1,163,537.00
Net change by previously authorized Change Orders	(\$2,011.29)
The contract sum prior to this Change Order was	\$1,161,525.71
The contract sum would be changed by this Change Order in the amount of	\$907.20
The new contract sum including this Change Order will be	\$1,162,432.91
The contract time will not be changed by this Change Order.	

City of Port Washington

Duffek Construction

W229 N1870 Westwood Dr.
Waukesha, Wisconsin 53186



SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Duffek Construction
 W229 N1870 Westwood Dr.
 Waukesha, Wisconsin 53186
 Phone: +12624442270

Project: 25-016 - W.J. Niederkorn Library Interior Reno
 316 W Grand Ave
 Port Washington, Wisconsin 53074

Prime Contract Potential Change Order #004: Out of Scope Items

TO:	City of Port Washington	FROM:	Duffek Construction W229 N1870 Westwood Dr. Waukesha, Wisconsin 53186
PCO NUMBER/REVISION:	004 / 0	CONTRACT:	1 - W.J. Niederkorn Library Interior Reno AIA
REQUEST RECEIVED FROM:		CREATED BY:	Brady Wright (Duffek Construction)
STATUS:	Pending - In Review	CREATED DATE:	1/23/2026
SCHEDULE IMPACT:		PRIME CONTRACT CHANGE ORDER:	#004 - Out of Scope Items
EXECUTED:	No		
SIGNED CHANGE ORDER RECEIVED DATE:		TOTAL AMOUNT:	\$14,504.00

POTENTIAL CHANGE ORDER TITLE: Out of Scope Items

CHANGE REASON: Allowance

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #009 - Out of Scope Items

This change order is for the following:

- Additional Plumbing Demo and rework
- Floor prep needed in the women's bathroom and community room.
- Painting of the HVAC registers on the first floor.
- Furnish and install 1"x7"x10" white steel vertically to soffit location in the community room.
- Labor to install (4) 2x2 fixtures at the bottom of the stairs.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	15-100.O Plumbing.Other	additional plumbing demo	\$8,303.00
2	09-600.O Flooring.Other	Floor prep in women's bathroom and community room	\$1,645.00
3	09-900.O Paints and Coatings.Other	Paint HVAC registers	\$1,200.00
4	09-500.O Acoustical Ceilings.Other	furnish and install break medal at window soffits.	\$790.00
5	16-100.O Electrical.Other	Labor to install 2x2 light fixtures	\$1,012.00
Subtotal:			\$12,950.00
Supervision (5.00% Applies to All Line Items):			\$647.50
Insurance (1.00% Applies to All Line Items):			\$129.50
Fee (6.00% Applies to All Line Items):			\$777.00
Grand Total:			\$14,504.00

City of Port Washington

Duffek Construction
 W229 N1870 Westwood Dr.
 Waukesha, Wisconsin 53186

SIGNATURE	DATE	SIGNATURE	DATE
-----------	------	-----------	------

Grant Amount	Original	Amendment	Total Grant				
	\$ 1,093,348.00	\$ 95,987.00	\$ 1,189,335.00		Budgeted		
	Grant	City Funds	Total Budgeted Amount	Grant Committed	City Committed	Pending	To Be Spent
Construction	\$ 804,229.00	\$ 359,308.00	\$ 1,163,537.00	\$ 960,625.00	\$ 202,912.00	\$ 13,399.91	
Digital Connectivity	\$ 71,000.00		\$ 71,000.00	\$ 56,113.18			
Computer	\$ 14,175.00		\$ 14,175.00	\$ 11,371.74			
Computer Monitors	\$ 3,045.00		\$ 3,045.00	\$ 1,383.48			\$ 3,045.00
Computer Laptops	\$ 3,275.00		\$ 3,275.00	\$ 6,960.00			\$ 3,275.00
Computer Software	\$ 1,600.00		\$ 1,600.00				\$ 1,600.00
Printers	\$ 840.00		\$ 840.00				\$ 840.00
Computer Assessories	\$ 5,684.00		\$ 5,684.00				\$ 5,684.00
Architectural services	\$ 100,000.00		\$ 100,000.00	\$ 99,500.00			
Other Professional Services (Asbestos Survey)		\$ 5,010.00	\$ 5,010.00	\$ 5,010.00			
Other Professional Services (Asbestos Removal)		\$ 5,573.00	\$ 5,573.00	\$ 5,573.00			
Self Check out Machines	\$ 80,000.00		\$ 80,000.00	\$ 53,683.00			\$ 80,000.00
LearningExpress	\$ 1,500.00		\$ 1,500.00				\$ 1,500.00
Computer Lab Furniture	\$ 8,000.00		\$ 8,000.00				\$ 8,000.00
Additional Grant	\$ 95,987.00						\$ -
total	\$ 1,189,335.00	\$ 369,891.00	\$ 1,463,239.00	\$ 1,200,219.40	\$ 202,912.00	\$ 13,399.91	\$ 103,944.00
Committed Grant Dollars	\$ 1,213,619.31						
Grant Money Available	\$ (24,284.31)						
Library Funds Available	100,000						
AVAILABLE FUNDS	\$ 75,715.69						

AGENDA ITEM MEMORANDUM

City of Port Washington

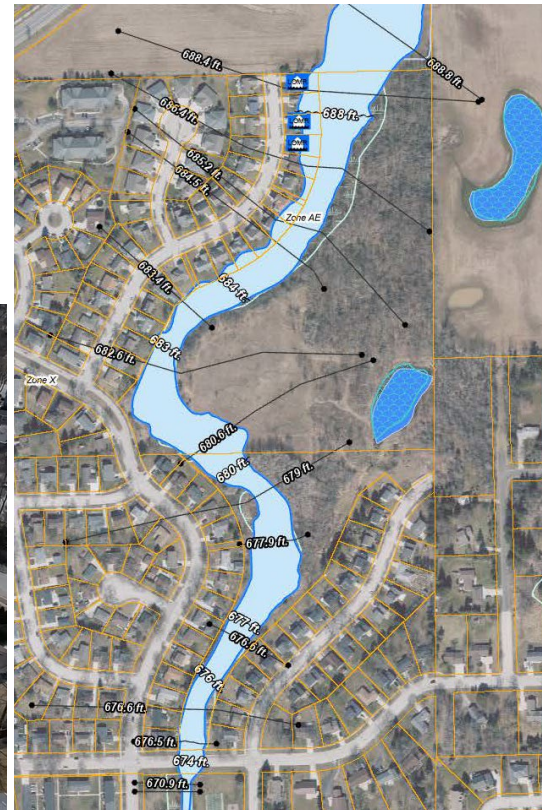
TO: Board of Public Works

FROM: Rob Vanden Noven, Director of Public Works

DATE: February 10, 2026

SUBJECT: Public Works Monthly Report

Valley Creek: On February 10, 2026, a second Public Information Meeting (PIM) will be held at 4:30 pm in the Council Chambers of City Hall, prior to the Board of Public Works meeting. This PIM is targeted at property owners who live north of Norport Dr, and are riparian to Valley Creek. At the December 9, 2025 PIM, several property owners in this area expressed concerns regarding fallen Ash trees, FEMA flood mapping, and flood insurance. All property owners area were mailed a letter explaining the project in greater depth, and invited them to attend this meeting for more information from City Staff, Stantec engineers, and DNR representatives who will be in attendance. The design of improvements to Valley Creek has surpassed the 30% level, and is expected to reach 60% by March, and 90% by the end of May 2026. A task order to complete this work is included on the BPW agenda for this month.



Walters Street Sewershed: In response to basement back-ups that occurred on W. Walters St in the area east of Grant St. during the August 9-10, 2025 rain event, Visu-Sewer is currently televising sanitary sewer in the full sewershed, located primarily west of Holden St. and south of James Dr. After televising, the video will be reviewed, and the existing clay pipe is expected to be lined later this year, reducing infiltration. In October 2025, the City hired Strand to perform a Sanitary Sewer Evaluation Study (SSES) specifically in this sewershed. We anticipate receiving the final report by March 2026.

Best wishes to Randy Schreiner, who retired on January 28, after operating the Water Treatment plant for over 38 years. On that day, the Water Utility celebrated Randy's service with a pizza lunch and incredible home-made desserts prepared by our own Lead Operator, Allison Sigwart! Thank you, Randy, for all your years of dedicated service to the City of Port Washington!!!



AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Board of Public Works

FROM: Roger Strohm, City Engineer

DATE: February 10, 2026

SUBJECT: Engineering - Monthly Report

Water Plant Upgrade: Work in plant 1 is anticipated to be completed by the end of March 2026. There will be a 4-8 week period of the new addition running before Plant 2 is shut down. Most of the ongoing work is finishing work such as painting, epoxy-coating floors, doors, finishing electrical and plumbing. See Water Monthly Report for more information.

Wastewater Plant Upgrade: Modifications to install the fine screen are still in process. A structural engineer visited the site to examine the Dystor roof and determine required repairs. Additional structural supports were added to the stairs and catwalk of the headworks building to improve its stability (see change order). The full project is expected to be completed next month with the exception of the digester roof.

Library Upgrade: Nearly complete. Wiring, data system installation, plumbing, and finish work are all in their final stages. New rooms are now in use and can be reserved. The ribbon cutting is scheduled for March 7, 2026.

Sewer Lining: Sewer lining is being installed in the area of S. High, Eva, Garfield, 1st, 2nd, 3rd and 4th St. This project was carried over from 2025, and will result in the lining of approximately 2 miles of the 70 mile system. In 2026, we will line another 2 miles of sewer main.

Spring Street Interceptor: In November 2025, the contractor was boring the new sanitary sewer under the railroad tracks and struck what is believed to be the old foundation of the Interurban Rail underpass. The Union Pacific required the boring to be discontinued, and a new alignment found. Our consultant, Strand, is evaluating alternative locations. Additional geotechnical borings are being conducted to confirm the path is clear for the newly proposed alignment. A modification of an existing storm drain will be necessary due to the new alignment. Once the new alignment is determined, a change order will be prepared for action by the Board of Public Works at an upcoming meeting.

Division Street Box Culvert Wing Wall Construction - This project, which will support the failing street embankment on the southeast corner of the Mineral Springs Creek Box Culvert, is currently advertised for a March 3, bid opening. The project completion date is June 30, 2026.



Sidewalk Maintenance: The 2025 sidewalk replacement and mudjacking project is currently out for rebidding. This work is primarily south of Cleveland St. in the area downtown with the exception Washington and Jackson St., which will be

included in separate projects. There will also be a 2026 project in the area west of N. Wisconsin, south of Walters, and north of Jackson.

Vantage: Work is nearing completion for the sewer and water main extension on CTH LL. We are exploring opening up CTH LL as a gravel road once it is complete with daily maintenance initially and more frequent maintenance once frost starts coming out of the ground. The next sewer and water main project is under design. This work includes jack and bore construction under I43 north of the Thomas Dr. water tower, and running 16” water main east on Mink Ranch Road, north on CTH KW, and east on Lake Dr. to Vantage’s driveway. The sanitary sewer will be constructed in the same location, however, it will end on CTH KW at the top of the hill in front of the Great Lakes Marine Services and Boat Hauling property. Ongoing projects associated with the Vantage Development include:

- Sanitary Interceptor Facility Plan (required by DNR for our sanitary sewer extension permit).
- Wastewater Treatment Facility Plan (required by DNR and SEWRPC for the SSSA update).
- Terrace Dr and Valley Creek Sewer Interceptor Replacement (which must be coordinated with Valley Creek design)
- Water Booster station design – currently evaluating potential locations
- Erosion control inspections per our municipal separate storm sewer system MS4 permit
- Evaluation of water age and chlorine residual for water service to Knellsville. This is to identify if additional flushing or a chlorine booster station is necessary.

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Board of Public Works

FROM: JD Hoile, Street Commissioner

DATE: February 10th, 2026

SUBJECT: Street Department Monthly Update

Snow and Ice Control

The month of January was again quite active with snow and ice events. The Street Division responded to 12 snowfalls in the month, all with less than a couple inches of accumulation. In total the division used 201 tons of salt and 7,000 gallons of liquid deicers for the month.

Trees

The Street Division has three full-time employees that work with Parks and Forestry staff to maintain city trees. These crews have been working on structurally pruning in the neighborhoods along W. Melin, W. Larabee, N. Rogers, N. Crocker, N. Garfield and N. Spring St. Structural pruning is primarily focused on young to middle-aged trees to develop a strong, stable, and well-balanced framework, ensuring a single dominant trunk and evenly spaced limbs for long-term health, safety, and longevity. Once this section of the City is completed, they will split into two different crews, one crew will start on tree removals city-wide, while the other crew begins clearance pruning (raising branches to protect vehicles and pedestrians, but not full structural pruning) on the north end of the city.



Sewer cleaning

When it is not snowing, and temps have been above 15 degrees, the Street Division has been working on cleaning the sanitary sewer collection system. The crew has completed White Pines subdivision, Spinnaker West subdivision and is now working on the section around N. Rogers, W. Melin, N Larabee, N. Garfield, and N. Maple St. Every year the goal is to clean 19 miles of sewer mains which equates to roughly 1/3 of the total sewer system.

Signs

The sign shop is currently working on a project that will give honorary street name signs for the public schools that will include Dolphin Drive, Lions Ln and Jaguar Dr. Once completed, the signs will be installed around the schools. The sign shop is also working on replacing outdated and fading signs, starting with the school crossing signs on N. Wisconsin St. and then move into Misty Ridge subdivision then the southeast side of the City.



AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Board of Public Works

FROM: Dan Fisher, Water Utility Superintendent

DATE: February 10, 2026

SUBJECT: Water Utility Monthly Report

Water Treatment Improvements Project:

Exterior Work Completed:

- Most exterior projects are on hold until weather conditions improve.

Interior Work Completed:

- Painting throughout the plant
- Plant 1 filter function valve installation
- Plant 2 transformer and panel installed and wired
- Door security conduits wired to Pump Room 2
- New phosphate room lighting, and outlets wired



All information will be posted on the City's website and Facebook page. For more information visit:

<https://www.portwashingtonwi.gov/departments/public-works/water-utility>

Water Main Breaks:

1/25/2026 – W 2nd Avenue: Water field crews responded Sunday 1/25 to a water main break on W 2nd Ave. The crew secured the site and completed the repair on 1/26. A small crack was discovered and repaired.



1/26/2026 – 100 N Wisconsin St

Alley: While the water field crew was repairing the break on W 2nd Ave, they received a call for another break in the south section of the alley behind the 100 N Wisconsin St building. Crews secured the site and made the repair on 1/27. A small crack was discovered and repaired.

2/5/26 – 300 block S. Eva St. – A break in the cast iron main was discovered and took 2 days to repair due to the break being on a hill and 3' of frost. **This is the 12th recorded watermain break on this block.**

2/6/26 – A break was discovered at 4 am on Norport Dr. west of Lakeview Ave. and is being repaired.



Water Service Line Materials Inventory:

Please visit: <https://www.portwashingtonwi.gov/departments/public-works/water-utility> and click on Identify My Water Service Material. This webpage contains information about lead as well as an interactive map that shows what your service line material is. If your private line is unknown, you can self-report or make an appointment for staff to come and identify what the material is.

Residential Water Meter Change-Outs: Field Operators continue to changeout meters throughout the City. This process is mandated and monitored by the Public Service Commission (PSC). If you receive a door hanger or letter from the Utility, please read and schedule your appointment. **A typical water meter changeout will take 15-30 minutes to complete. There is NO COST to a homeowner.**

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Board of Public Works

FROM: Dan Fisher, Wastewater Utility Superintendent

DATE: February 10, 2026

SUBJECT: Wastewater Utility Monthly Report

WWTP Upgrades Updates:

Fine Screens: The west fine screen installation has begun. The new east screen is online and will be in-use until the new west screen is completed. The west screen completion is scheduled for the middle of March.

Electrical: The remaining electrical work continues. Once the west fine screen is installed, NEXT Electric can finish the remaining wiring.

Headworks Catwalk: A new catwalk was installed to access the new second level doors for the headworks building. The doors to this location have been installed and painted to match existing WWTP exterior doors. The catwalk was secured to the existing headworks building.



Lift Station #3 Generator Replacement: The lift station generator upgrade project was awarded to Wil-Surge in December. The project budget is \$210,000. The current generator is undersized and replacement parts are unavailable. Power (voltage) updates are needed to comply with the power supplied by WE Energies. A pre-construction meeting will be scheduled in February.

WWTP Notables:

- Completed Quarterly Report for Arsenic, Mercury and Nitrogen and submitted to DNR.
- Completed November/December Discharge Monitoring Report and submitted to DNR.
- Monthly maintenance completed by WWTP staff.
- Lift station & septage receiving monitoring and maintenance completed.

Flare Stack Replacement: The flare was replaced as part of the WWTP improvements project. The stack of the flare was raised to the required height. A small flame might be visible from Upper Lake Park at night. The flare burns off excess biogas that cannot be stored. Methane and carbon dioxide are produced during anaerobic digestion. Flares also prevent the buildup of potential explosive gas mixtures.

Staffing Changes: January 30, 2026 was Jesse Malone's last day as an operator at the WWTP. Jesse had over 30 years of experience in wastewater along with a great breadth of knowledge in maintaining mechanical systems. After seven years with the City, Jesse has moved onto new opportunities. We wish him great success with his new employer.



AGENDA ITEM MEMORANDUM

City of Port Washington

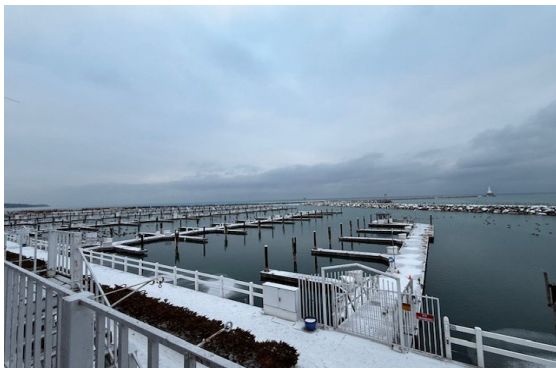
TO: Board of Public Works

FROM: Dennis Cherny, Harbormaster

DATE: February 10, 2026

SUBJECT: Marina Monthly Report

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- Slip payments continued to be processed throughout January. There has been a 25-boat turnover currently for the year. Any available slips that have opened for the season have been filled with new tenants from the waiting list.
 - Transient reservations continue to steadily come via Dockwa as boaters get their summer trips on the calendar. We have had several groups book for the summer as well. It's shaping up to be another busy summer at the marina!
 - Marina staff have been closely monitoring ice conditions throughout the facility. The power plant has been operating all four units and discharging warm water into the harbor, which has generally kept the Main Marina free of ice. Limited ice formation occurred north of Pier 5 during the two-week cold snap; ice eaters were activated to maintain open water in that area.
 - The North Slip experienced ice accumulation due to sustained westerly winds that pushed the warm water out of the harbor. Without easterly winds keeping the warm water in the harbor the North slip does have several inches of accumulation down the center. The winter boat tenant in the North Slip is operating four ice eaters off the side of his vessel to keep the immediate area around the boat clear. In addition, marina staff have deployed ice eaters at both the north and south ends of the North Slip keeping those areas open to help reduce overall ice buildup.



Main Marina mainly clear of ice thanks to the Power Plant and the warm water discharge



Area around the boat is completely free of ice
4 ice-eaters running off the side of the boat

