

**Cap Maintenance and Monitoring Plan
Portage Canal, Segments 1 and 2**

Portage, Wisconsin

Developed by

Wisconsin Department of Natural Resources

November 2022

Acronyms and Abbreviations

Anchor QEA	Anchor QEA, LLC
BRRTS	Bureau for Remediation and Redevelopment Tracking System
Canal	Portage Canal
City	City of Portage
County	Columbia County
CMMP	<i>Cap Maintenance and Monitoring Plan</i>
CDR	Construction Documentation Report
COC	contaminants of concern
CPR	Canadian Pacific Railway
DNR	Wisconsin Department of Natural Resources
IAI	Infrastructure Alternatives Inc.
IGA	Intergovernmental Environmental Agreement
mg/kg	milligrams per kilogram
Multi-Use Path	refers to the portion of the Ice Age Trail along the Portage Canal
NAVD88	North American Vertical Datum of 1988
NE	Northeast
NR	Natural Resources
NW	Northwest
RA	remedial action
RAO	remedial action objective
Ramboll	Ramboll Environ US Corporation
recreational trail	the portion of the Ice Age Trail along the Portage Canal
SE	Southeast
Segment 1 Project	Portage Canal Segment 1 Remediation Project
Segment 2 Project	Portage Canal Segment 1 Remediation Project
SPA	Sediment Processing Area
SW	Southwest
SWAC	surface weighted average concentration
USACE	U.S. Army Corps of Engineers
Wis. Admin. Code	Wisconsin Administrative Code
Wis. Stat.	Wisconsin Statute
WisDOT	Wisconsin Department of Transportation

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1 Introduction

This *Cap Maintenance and Monitoring Plan* (CMMP) is written for the sediment caps, which are engineering controls per Wisconsin Statute (Wis. Stat.) 292.01(3m), installed during remedial actions (RAs) in Segments 1 and 2 (defined in Section 1.1) of the Portage Canal (Canal). This CMMP contains a site description of Segments 1 and 2 of the Canal, summarizes the RAs and cap construction for each segment, provides context from a Trail Easement, and describes the maintenance and monitoring that will be performed under the CMMP as well as optional monitoring, discussed in Section 5.2, that the Wisconsin Department of Natural Resources (DNR) could choose to perform to assess the remedy performance over the long term.

The RAs for Segments 1 and 2 are complete and have been performed under certain agreements with DNR, the City of Portage (City), Columbia County (County), and the Wisconsin Department of Transportation (WisDOT), as discussed in Section 1.2. The *Portage Canal – Segment 1 Remediation Construction Documentation Report* (DNR 2017) fully describes the RA conducted in 2016 in Segment 1, and the *Portage Canal – Segment 2 Remediation Construction Documentation Report* (Anchor QEA 2022) fully describes the RA conducted in 2020 and 2021 in Segment 2. Both documents are available online through the Bureau for Remediation and Redevelopment Tracking System (BRRTS) and are discussed in Section 2.

As part of the RA, between 2016 and 2021, sediment caps were installed over approximately 6.5 acres, 0.8 acres in Segment 1 and 5.7 acres in Segment 2 of the Canal. The cap areas are shown on maps from their respective Construction Documentation Reports (CDRs) (i.e., Figure 8 in DNR 2017 and Figure 3-2 in Anchor QEA 2022), which are attached to this CMMP.

The RA in both Segments 1 and 2 was conducted consistent with the long-term plan and established goals among the partners, as discussed further in Section 1.2, to extend the existing Multi-Use Path. The existing Multi-Use Path is located along the southeastern portion of the Canal, from the Portage Levee to Adams Street. To the north of the existing path, from Adams Street to the Canadian Pacific Railroad bridge, this section would connect the northern and southern parts of the existing Ice Age Trail through Portage. The Ice Age Trail, defined in Wis. Stat. 23.17, is a National Scenic Trail located entirely within Wisconsin. The trail is also one of 42 designated Wisconsin state trails and the only one specifically designated as a “State Scenic Trail.” From Interstate State Park on the Minnesota border to Potawatomi State Park on Lake Michigan, the Ice Age Trail winds for more than 1,000 miles, following the edge of the last continental glacier in Wisconsin (DNR 2022a). The connection of the Ice Age Trail through Portage is a key connection on the Ice Age Trail route. Columbia County completed the trail extension in Segment 1 in 2016 as part of their project to construct Administration and Human Health Services Buildings. In Segment 2, the base for the trail connects the eastern leg of two north/south sections from Devil Lake State Park in Baraboo in the south to the Town of Richford in the north.

The Multi-Use Path was installed adjacent to the Segment 1 RA. In Segment 2, the Multi-Use Path will follow the southern shoreline of Segment 2 to what was formerly the DNR property and the location of the Sediment Processing Area (SPA), approximately 1,700 feet downstream from the beginning of Segment 2 (i.e., 1,700 feet downstream of the Adams Street culvert). The Ice Age Trail is relevant to this CMMP because, as of this writing, DNR and the City are in the signoff process for executing a

Trail Easement. The purpose of the Trail Easement is constructing, operating, maintaining, repairing, removing, and replacing a recreational trail,¹ as discussed further in Section 4.

The Canal is well suited for the sediment caps due to its unique physical characteristics. The man-made waterbody is disconnected from the Wisconsin River by an earthen berm. With a lack of surface water inflows, the primary source of flow is shallow groundwater and stormwater during and following precipitation events. While the Fox and Wisconsin Rivers each see large fluctuations in water levels over the course of a season, the Canal water level fluctuations are very muted, varying as little as 1.2 feet (Ramboll 2017). DNR has estimated water velocities to range from 0.18 to 0.30 feet per second based on a season of monitoring water levels and the development of a channel rating curve in 2014 (Ramboll 2017). The primary potential for disturbance to the sediment caps would be bioturbation from macroinvertebrates and common carp, which was the most abundant fish species collected during fish shocking in 2013 (Ramboll 2017). The Canal is not used by commercial shipping or motorized boating due to the lack of public boat ramps to access the water. With low water velocities and no motorized boating, the potential for scour is very low. As such, there is a limited need for cap maintenance and monitoring.

1.1 Site Description

The Canal is a 2.5-mile-long and 17-acre canal in Portage, Columbia County, Wisconsin (Figure 1-1). The Canal begins at the Wisconsin River and flows northeast, through the City’s downtown area, before emptying into the Upper Fox River. The Canal project corridor includes four segments based on major road and rail crossings, shown in Table 1-1.

**Table 1-1
Portage Canal Segments**

Segment	From	To	BRRTS No.	Length (feet)
1	Wisconsin River/Highway 51	Adams Street	02-11-543021 ¹	700/2,100
2	Adams Street	CPR crossing	02-11-577055	3,500
3	CPR crossing	Highway 33	02-11-577056	1,800
4	Highway 33	Fox River	02-11-577057	4,700

Note:

1. The transportation enhancement project refers to Segment 1 as including from the Wisconsin River to Adams Street. The BRRTS case for Segment 1 (BRRTS No. 02-11-543021) excludes the 1,400-foot section from the Wisconsin River to Highway 51 because sampling showed it was not contaminated, and the City dredged it in 2006.

The Canal flows through the City, beginning in a developed, urban environment near the Wisconsin River and transitioning to a predominantly rural, undeveloped setting as the Canal approaches the Fox River. The Canal is not a natural waterbody; private entities and the U.S. Army Corps of Engineers (USACE) created it between 1838 and 1876. The remains of navigation locks lie at either end of the Canal. In 1959, USACE closed the locks and abandoned the Canal, reducing water flow through the

¹ Over the years, various documents have referred to the Ice Age Trail differently. Most documents refer to it as a Multi-Use Path or simply path or sometimes a bike path. The Trail Easement refers to it as a recreational trail, or simply trail. This CMMP generally refers to it as a Multi-Use Path, but when citing specific documents, such as the Trail Easement, matching terminology is then used. Each of these references describes the same trail.

Canal. USACE subsequently transferred ownership of the Canal to the state of Wisconsin by a quitclaim deed in 1961.

As mentioned previously, water flow in the Canal today is largely from groundwater and stormwater during precipitation events. An intake structure in the Wisconsin River supplies a nominal amount of water to the Canal beneath a levee constructed by USACE in 1998. The Canal is in the Great Lakes Basin as a tributary to Lake Michigan. It is also listed on the National Register of Historic Places. Furthermore, the Canal is considered a water of the state and a jurisdictional water under the Clean Water Act due to its history for navigation and interstate commerce.

1.1.1 Segment 1

Segment 1, from the Wisconsin River Lock to Adams Street, is approximately 2,100 feet long and has been redeveloped. In 2006, the City executed a rehabilitation/development project using a WisDOT grant that included construction of the existing revetment walls, railings, paths, pedestrian bridges, and lighting, as well as dredging.

Segment 1 contains two subsections. The upstream portion, from the lock to Wisconsin/DeWitt Street, was not part of the Segment 1 Project RA. The downstream portion, from Wisconsin/DeWitt Street to Adams Street, is 600 feet long and the subject of the Segment 1 RA. Within this document, Segment 1 is referenced in regard to this portion of Segment 1.

1.1.2 Segment 2

Segment 2 consists of about 3,400 feet of the Canal, from Adams Street to approximately the Canadian Pacific Railway (CPR) bridge near Center Street. As shown in Figure 1-2, the Segment 2 Project encompassed Project Station 25+75 through Project Station 60+15 (stationing referenced herein is consistent with Contract Drawings). Adjacent land use included the following: 43 parcels with residential houses on the north bank, 19 parcels including residential houses on the south bank, 2 commercial businesses (Alter Trading Corporation and Whaley Automotive) with public parking lots, a County parking lot, and a former DNR parcel.

1.2 Project Administrative Background

The RA of the Segments 1 and 2 has been performed through partnerships with the local governments, the County and City, respectively.

The Portage Canal Segment 1 Remediation Project (Segment 1 Project) was a partnership between the City, County, and DNR, each entering an Intergovernmental Environmental Agreement (IGA) that specified each organization's responsibilities to complete the RA. DNR retained Ramboll Environ US Corporation (Ramboll) to design the project and perform construction oversight. The County executed the design using the construction manager (J.H. Findorff & Sons, Inc.) to bid and hire the remediation contractor, Infrastructure Alternatives Inc. (IAI). Finally, the project used the City's wastewater treatment plant for water treatment for pre-treated sediment contact water. The DNR prepared a CDR, which summarizes the Segment 1 Project construction activities in accordance with Wisconsin Administrative Code (Wis. Admin. Code) NR (Natural Resources) 724.15 "Documentation of Construction and Completion" and pursuant to the IGA, amended July 21, 2016, between the City, County, and DNR.

The Portage Canal Segment 2 Contaminated Sediment Remediation Project (Segment 2 Project)—within the Canal—is a partnership among DNR, WisDOT, and the City, collectively referred to as the project partners, to accomplish the following three main goals, each with a different funding source:

- **Goal 1:** Remediate the contaminated sediment (DNR funded).
- **Goal 2:** Construct a shared-use path (WisDOT funded through federal earmarked funds).
- **Goal 3:** Construct pedestrian bridges (City funded through the Transportation Alternatives Program).

In 2018, the City and DNR executed a Memorandum of Agreement under Wis. Stat. 66.0301 that outlined roles and responsibilities of these three goals (DNR 2018). A Portage Canal Segment 2 Intergovernmental Environmental Repair Agreement (DNR 2020a) was then executed between the City and DNR under Wis. Stat. 66.0301 and 292.31(3)(b) to perform remediation of the contaminated sediments and construct the shared-use path. As specified in the agreement, DNR agreed to implement the Segment 2 Project. Additionally, DNR agreed to facilitate construction of a portion of the subbase for the shared-use path (Goal 2) due to construction constraints following implementation of the sediment remediation (i.e., shallow post remediation water depths).

DNR retained Anchor QEA, LLC's (Anchor QEA's) services for the Segment 2 project design and bid package development, contracting procurement, and construction oversight. DNR contracted ENACT, LLC, to perform the work. The City retained Short Elliott Hendrickson Inc. for the design of the Multi-Use Path. Anchor QEA prepared a CDR, which summarizes the Segment 2 Project construction activities in accordance with Wis. Admin. Code NR 724.15 "Documentation of Construction and Completion" and pursuant to the Intergovernmental Environmental Repair Agreement, amended February 3, 2022, between the City and DNR (DNR 2022b).

1.3 General Site Information

This section provides the general site information.

Site Name:	Portage Canal		
Site Owner:	State of Wisconsin Wisconsin Department of Natural Resources 101 South Webster Street Madison, Wisconsin 53707		
DNR Contact:	Scott Inman, PE Water Resources Engineer 3911 Fish Hatchery Road Fitchburg, Wisconsin 53711 (608) 273-5613 scott.inman@wisconsin.gov	City Contact:	Shawn Murphy City Administrator City of Portage 115 West Pleasant Street Portage, Wisconsin 53901 (608) 742-2176 shawn.murphy@portagewi.gov
Remedial Consultant Contact:	SEGMENT 1 Jeanne Tarvin, CPG, PG Ramboll Environ US Corporation 175 North Corporate Drive, Suite 160 Brookfield, Wisconsin 53045 (262) 901-0085 itarvin@ramboll.com James L. Hutchens, PE Ramboll Environ US Corporation 175 North Corporate Drive, Suite 160 Brookfield, Wisconsin 53045 (262) 901-0095 jhutchens@ramboll.com	SEGMENT 2 J. Paul Doody, PE Engineer of Record Anchor QEA, LLC 290 Elwood Davis Road, Suite 340 Liverpool, New York 13088 (315) 409-5643 pdoody@anchorqea.com Kim Powell, PE (New York) Project Manager Anchor QEA, LLC 290 Elwood Davis Road, Suite 340 Liverpool, New York 13088 (315) 236-1811 kpowell@anchorqea.com	
Site Location:	Segment 1: Portage Canal from Wisconsin/DeWitt Street to Adams Street, City of Portage, Columbia County, Wisconsin Segment 2: Portage Canal from Adams Street to Center Street, City of Portage, Columbia County, Wisconsin		
Quarter Section:	Part of the NE ¼ of the NW ¼ of Section 8, and the SE ¼ of the SW ¼, the SW ¼ of the SE ¼, the SE ¼ of the SE ¼, and the NE ¼ of the SE ¼ of Section 5, Township 12 North, Range 9 East		
Coordinates:²	Approximate Corner	Northing	Easting
	Northwest	394233	538622
	Southwest	394170	538662
	Northeast	394177	538560
	Southeast	394143	538582

² These coordinates are in the Wisconsin Columbia County Coordinate System.

2 Construction Summary

The following subsections provide a construction summary for Segments 1 and 2, respectively.

2.1 Segment 1

Segment 1 in-water construction work commenced on May 31, 2016, with IAI, the remedial contractor, mobilizing to the site. IAI utilized a hydraulic dredge assisted by an excavator on a barge to remove sediment and debris from the Canal. The sediment targeted for removal extended to an elevation of 777 feet North American Vertical Datum of 1988 (NAVD88) except within a 10-foot offset from existing revetment walls, as shown on Drawing C-10. The existing revetment walls line both sides of the Canal and are a structural impediment; the wall designer did not allow for adjacent dredging without further reinforcement. After removal, IAI capped the extents of the Canal using a slurry pan to create a layer of sand to isolate residual contaminated sediment from the surface. IAI removed approximately 1,000 cubic yards of contaminated sediment that was dewatered in geotextile tubes. Gerke Excavating loaded and hauled 79 truckloads (1,400 tons) of dewatered sediment to the Madison Prairie disposal facility in Sun Prairie, Wisconsin. Additionally, IAI loaded and hauled five roll-offs containing 54 tons of debris to the Glacier Ridge disposal facility in Horicon, Wisconsin. IAI pretreated and discharged 3.7 million gallons of water generated by the remedial action to the City's wastewater treatment plant. The wastewater treatment plant provided full treatment before final discharge to the Wisconsin River.

The remedial action reduced the volume, mass, toxicity, and mobility of the sediments in the Canal, which are the primary criteria used to evaluate long-term effectiveness of a remedy (Wis. Admin. Code NR 722.07(4)). The remedial action removed approximately 70% of the mass contamination. The remaining mass was capped and is largely located adjacent to the existing revetment walls, which is a structural impediment. The surface sediments are an important factor to evaluate on contaminated sediment remediation sites. Surface sediments can be more readily transported downstream during flood events and can contain abundant and diverse benthic life. A surface weighted average concentration (SWAC) is a way of expressing the surface sediment concentration as a single number. The single number represents the arithmetic mean surface sediment concentration of the aggregated sample locations, weighted by the area that each discrete sample represents. Mercury and lead SWACs were reduced by 47% and 71%, respectively, after dredging activities were complete (when compared with pre-dredge SWACs). Mercury and lead SWACs were reduced by 98% and 99.6%, respectively, after capping activities were complete (when compared to pre-dredge SWACs) (DNR 2017).

2.2 Segment 2

Segment 2 construction work commenced on September 9, 2020, with ENTACT, the remedial contractor, mobilizing to the site. Construction work in 2020 was restricted to site preparation work, including development of the SPA, due to contracting delays related to the Coronavirus Disease 2019. On March 8, 2021, ENTACT remobilized to the site to complete site preparation work and commenced removal activities on March 22, 2021. ENTACT utilized an excavator with an environmental bucket to dredge sediment from the Canal. The sediment targeted for removal was the soft organic silt and silty sand layer of sediment that was located above the native sand layer. A total of 30,631 cubic yards of sediment was removed from the Canal and estimated 93% and 91% percent of the mass of mercury and lead, respectively. Dredged material was transported via barge to a lined SPA where it was dewatered and stabilized, using Calciment and quicklime, followed by loadout and transport to Waste Management's Madison Prairie Landfill in Sun Prairie, Wisconsin, for disposal. Water that accumulated

within the SPA was collected in a sump, pumped through a water pre-treatment system, and discharged to the City's wastewater treatment plant.

After dredging, ENTACT placed fill material within the dredged areas of the Canal. The material served the following three purposes:

- Isolate residual contaminated sediment from the surface water.
- Maintain stable slopes adjacent to the existing and aged wooden revetment walls. The revetment walls are structural impediments, and slope stability analysis indicated that full sediment removal would result unstable slopes (Anchor QEA 2020).
- Construct the base of the Multi-Use Path to achieve Goal 2.

ENTACT placed a total of 10,698 cubic yards of sand in the Canal using a dozer and excavator with a digging bucket; the sand acts as residual cover and sediment cap. In addition, 21,920 cubic yards of a Multi-Use Path material was placed in the Canal to form the base of the Multi-Use Path.

During construction of the base of the Multi-Use Path, ENTACT extended seven outfalls from the south bank of the Canal, through the Multi-Use Path base material. ENTACT also placed riprap aprons around each of the 18 outfalls that discharge into the Canal (on both sides of the Canal). This was done to protect the residual cover and cap from potential scour. Upon completion of the activities described above, ENTACT restored the site, decontaminated equipment, and demobilized from the site.

Dredging reduced the SWAC of mercury and lead by 56% and 40%, respectively, from pre-construction conditions. The overall remedial action reduced the mercury and lead SWAC by greater than 99% and 98%, respectively, after placement of the residual cover, cap, and base of the Multi-Use Path. Additionally, an estimated 166 and 16,321 pounds of mercury and lead, respectively, were removed from the Canal.

The remedial action reduced the volume, mass, toxicity, and mobility of the contaminated sediments in the Canal. The remedy was protective of human health and the environment in the short term. In the long term, the cap and Multi-Use Path is an engineering control and continuing obligation that will be tracked to ensure the remedy is protective through monitoring and maintenance. The residual cover, cap, and Multi-Use Path is expected to be stable into the foreseeable future because there is very little potential for scour within the Canal, and potential localized scour at outfalls has been addressed with riprap aprons (Anchor QEA 2022).

3 Summary of Cap Construction

As discussed in Section 2, caps were placed in both projects to create a barrier between residual contamination and surface water (in addition to the Multi-Use Path along the southeast bank in Segment 2). The following three different caps were used in the Canal projects:

- Segment 1 utilized a 1-foot-thick sand cap over the entirety of the Segment 1, placed hydraulically, as shown in Drawing C-32.
- The south bank of Segment 2 utilized several feet of dense graded aggregate, a 3-inch minus material, placed with bulldozers and dump trucks as well as a 3/4-inch minus material on the top of the bank (the 14-foot-wide flat part) to be the subbase for the future Multi-Use Path, as shown in Drawing C-5. Although not constructed as part of the RA, the future asphalt pavement that will be installed by the City and WisDOT in 2022 will be part of the cap that creates a barrier between residual sediment contamination and human direct contact.

- The north bank of Segment 2 utilized a 1-foot-thick sand cap placed with an excavator.

Additionally, a 6-inch-thick sand cover was spread over the remaining dredged area in Segment 2.

Cap material placed in both Segments 1 and 2 reduced SWACs well below the site-specific cleanup value of 0.36 milligrams per kilogram (mg/kg) total mercury, which was based on background mercury concentrations of the Wisconsin River. Additionally, cap material placed in both Segments 1 and 2 reduced SWACs below the Consensus-Based Sediment Quality Guidelines Interim Guidance WT-732 2003 (DNR 2003) threshold effects concentrations of 0.18 mg/kg for mercury and 36 mg/kg for lead. The threshold effects concentration is the concentration at which toxicity to benthic-dwelling organisms is predicted to be unlikely based on empirical evidence of matching hundreds of sediment chemistry and toxicity data from field studies in freshwater sediments (MacDonald et al. 2000). It is important that the caps remain in place to prevent residual material from migrating to the surface and possibly creating a new exposure pathway.

4 Trail Easement

As mentioned in Section 1, DNR and the City are currently in the signoff process for a Trail Easement. The City expects to sign the Trail Easement during the City Council meeting in November 2022. The purpose of the Trail Easement is constructing, operating, maintaining, repairing, removing, and replacing a recreational trail. The Trail Easement includes the Ice Age Trail in Segments 1 and 2. The Trail Easement is the primary mechanism by which the City constructs and performs maintenance of the trail on DNR's property, particularly the southeastern bank of Segment 2, as discussed further in Sections 5 and 6. The Trail Easement is included in Attachment 1.

5 Monitoring

The activities in this CMMP have been categorized into two tiers, representing the order of priority in demonstrating the remedy is functioning as designed. This includes Tier 1 monitoring to provide evidence that the placed caps remain physically present and in good condition. Tier 2 investigations could be used to demonstrate with empirical data that the RAs remain contributing to the achievement of the Remedial Goals and remedial action objectives (RAOs), which are as follows:

- **Remedial Goal:** 0.36 mg/kg total mercury in sediment. DNR determined through a comparative analysis that a remedial goal of 0.36 mg/kg mercury would also be protective of other potential contaminants of concern (COCs) such as cadmium, chromium, copper, iron, lead, nickel, silver, zinc, polycyclic aromatic hydrocarbons, petroleum constituents, oil and grease, and polychlorinated biphenyls (Ramboll 2018).
- **Remedial Objective 1:** Reduce human exposures to COC associated with incidental sediment ingestion and fish consumption from the Canal by reducing the bioavailability and/or concentration of COCs in sediments that are above protective levels.
- **Remedial Objective 2:** Reduce the exposure of the aquatic community and wildlife populations to sediment COCs at concentrations that are above protective levels.
- **Remedial Objective 3:** Minimize downstream transport of COCs during RA implementation (Ramboll 2018).

5.1 Tier 1 Monitoring

The caps in Segments 1 and 2 will be monitored annually by the City. Tier 1 monitoring will include a visual inspection of Segment 1 and 2 caps and the entirety of the Easement Area of the Canal to verify

the caps are in place and in good condition. The City will document the annual inspection on DNR's Continuing Obligations Inspection and Maintenance Log E-Form 4400-305, which is included as Attachment 2. The City will also report any potential cap issues to DNR for further evaluation. As described in Section 1, the need for cap maintenance is not expected due to site conditions (e.g., man-made canal with low flow and no motorized boating).

5.2 Optional Tier 2 Monitoring for Remedy Effectiveness

As described in Section 2, the primary remedial component of the Site was contaminated sediment removal. Following removal, a residual cover or cap was placed within the Canal to further isolate any remaining residual contaminated material. Optional Tier 2 monitoring could include sediment, benthic invertebrate, and fish sampling to assess a continued decline in the SWAC concentration, a decline in mercury and polychlorinated biphenyl concentrations in fish tissue, and an increase in benthic invertebrate abundance and diversity. Optional Tier 2 monitoring results could be compared with the baseline biological sampling results presented in the *Site Investigation Report* (Ramboll 2017) and post-construction sampling results presented in the Segment 1 and Segment 2 CDRs. In addition, a survey of the cap grades could be performed to evaluate the overall cap settlement and any differential settlement. If a survey is performed, traditional upland surveying techniques and wading is recommended rather than performing bathymetry in the shallow water. The survey could be performed with transects with points collected at changes in grade over the extent of the Canal's cross section and with transects spaced at 200-foot intervals or so. Bathymetry and topography data were collected along transects with 50-foot spacing between transects and a 25-foot spacing between transects closer to Adams Steet (Anchor QEA 2020). The survey results could be compared with the as-built surveys in the applicable CDRs. DNR's fish monitoring program intends to conduct fish monitoring at a 5-year frequency, starting in 2025. If other monitoring (sediment or benthic community) or surveying is performed, it is recommended that it is conducted in the same year as the fish monitoring.

6 Maintenance

The City will perform regular maintenance, particularly of the trail itself and the south bank of Segment 2, as needed. This will generally consist of annual to semi-annual mowing, vegetation and weed control, tree trimming and fallen tree removal, snow removal and salt spreading, asphalt resurfacing, litter pickup, and riprap apron grading.

DNR would perform maintenance of the caps as needed and identified by the City's annual visual inspection described in Section 5.

7 References

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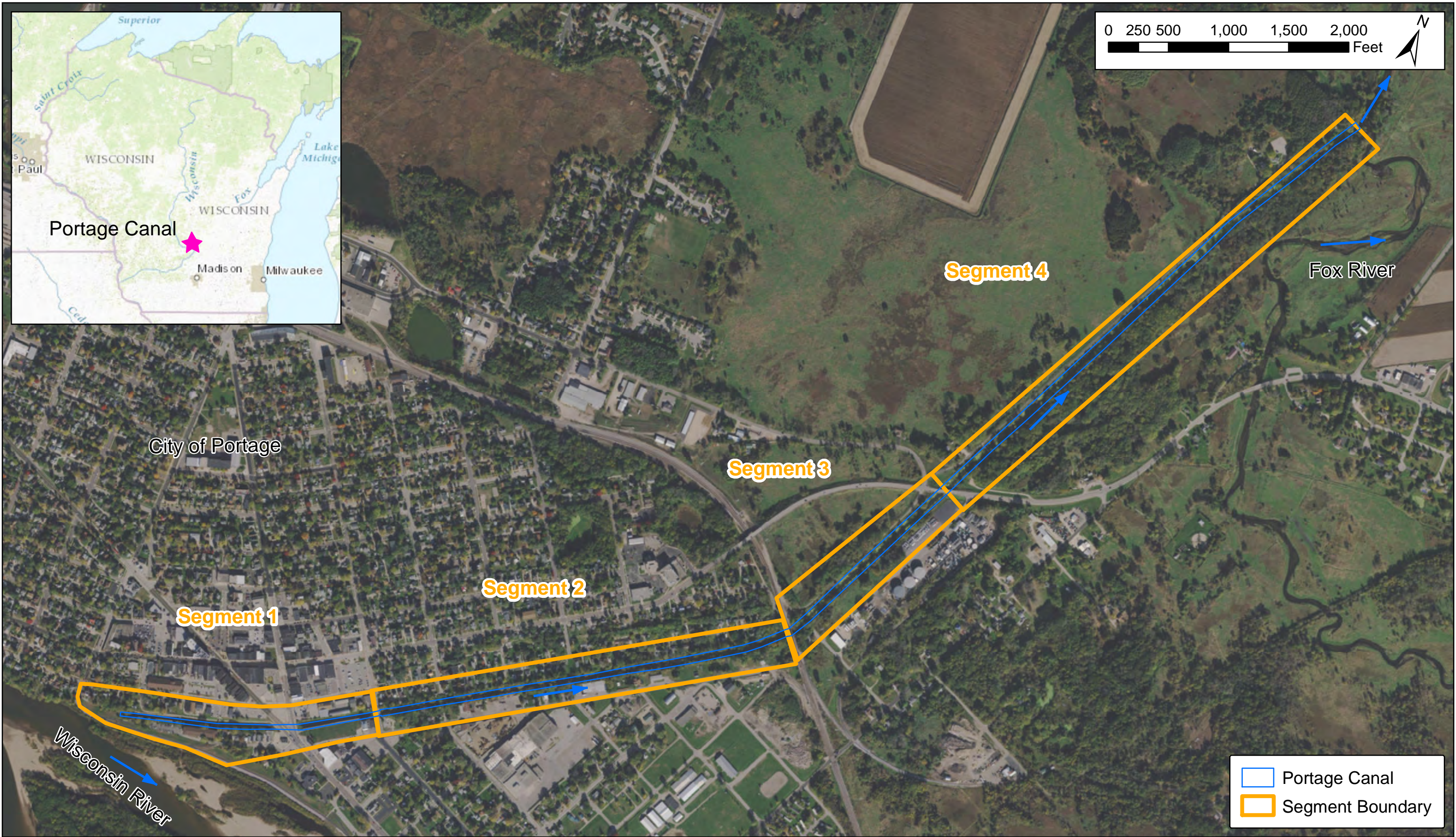
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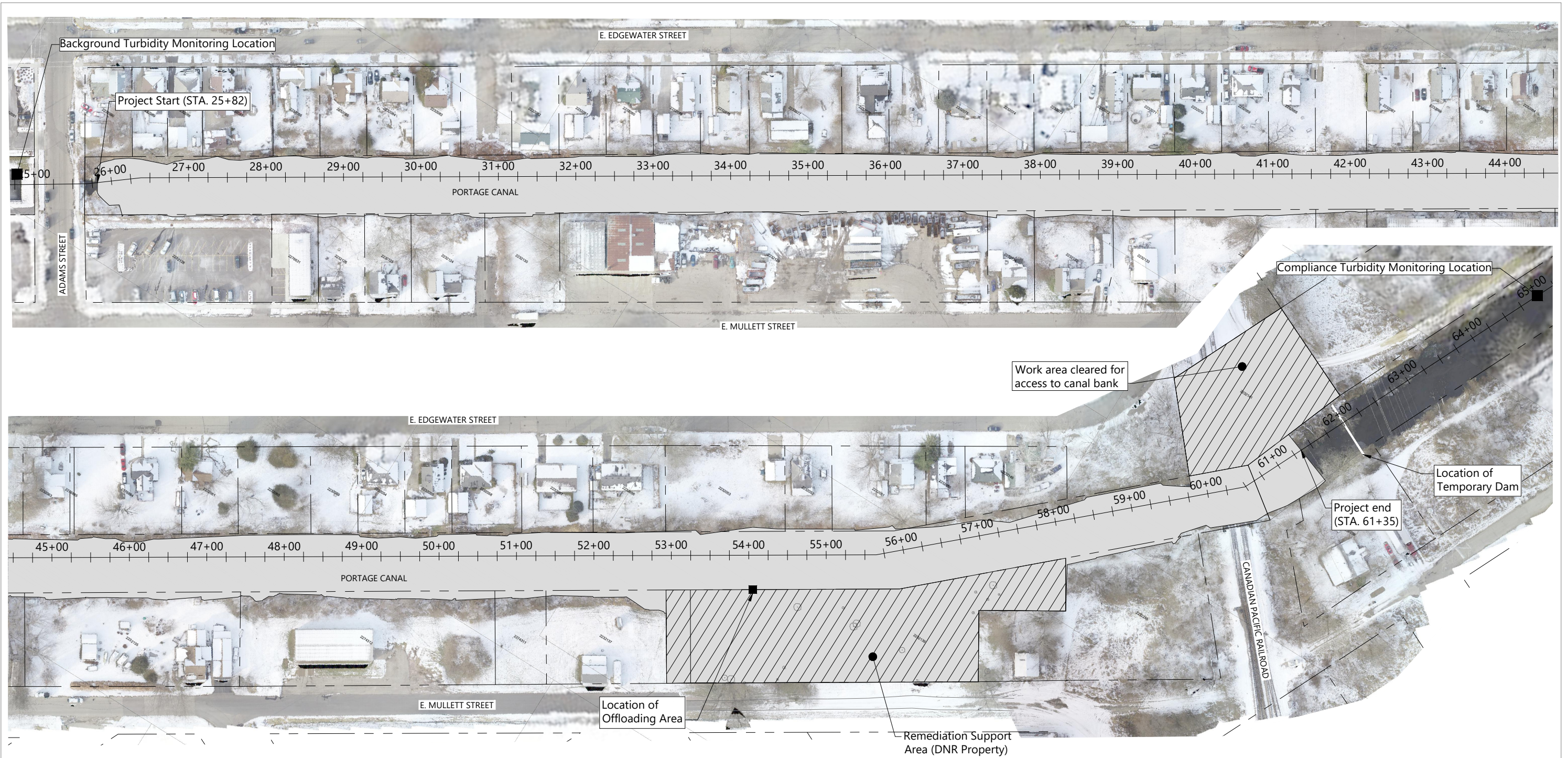
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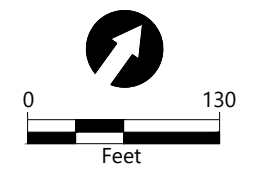
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SOURCE: Basemap and site features were provided by Wisconsin Department of Natural Resources (DNR) in August 2018 as prepared by Short Elliot Hendrickson, Inc. (SEH). Aerial Imagery provided by Sigma.

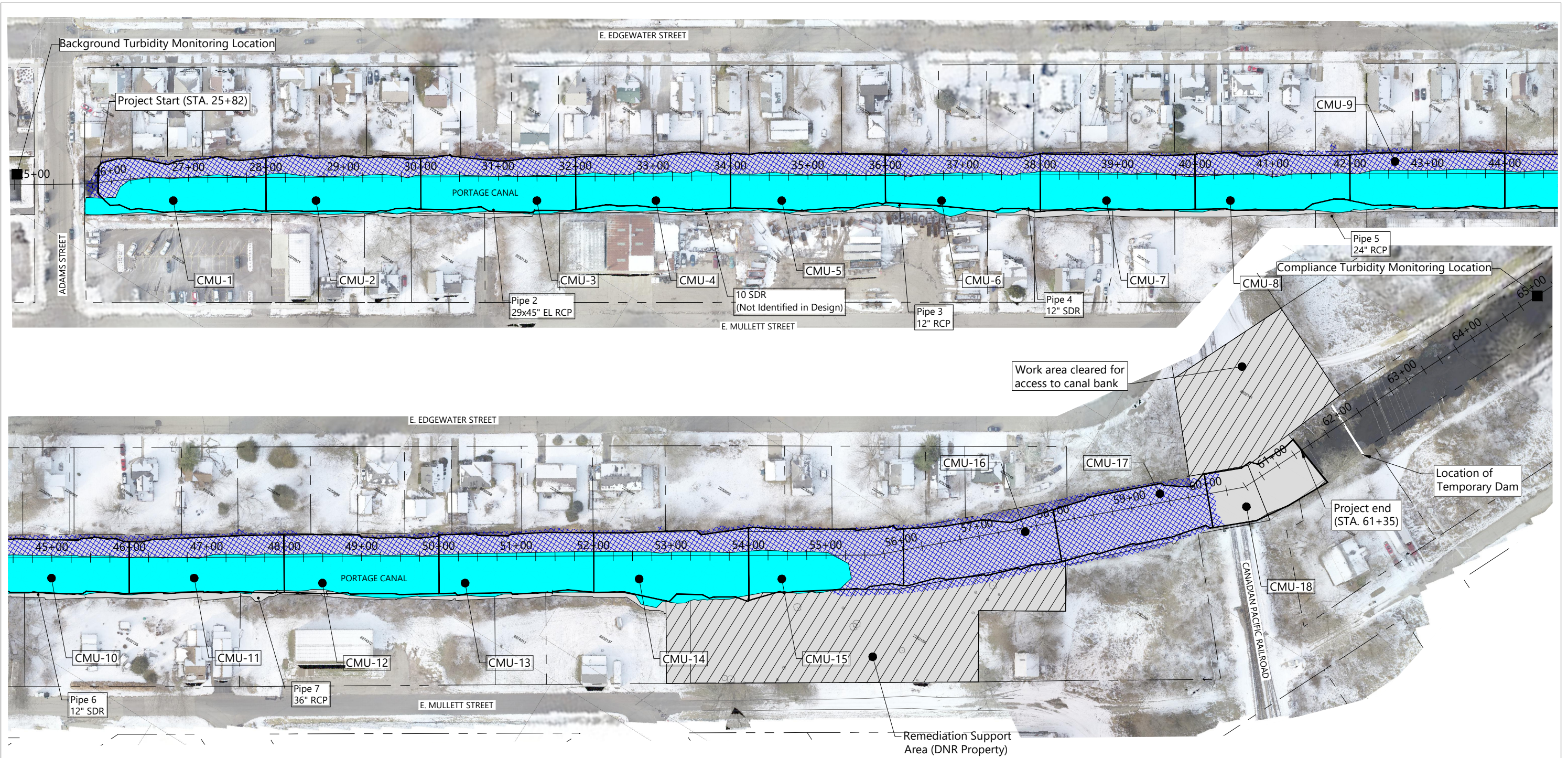
- LEGEND:**
- Project Limits
 - Parcels
 - Offloading Area



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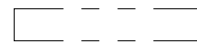
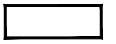



Figure 1-2
Segment 2 Overview
 Portage Canal Segment 2 - Construction Documentation Report
 Portage, Wisconsin



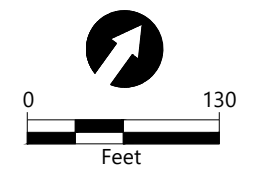
SOURCE: Basemap and site features were provided by Wisconsin Department of Natural Resources (DNR) in August 2018 as prepared by Short Elliot Hendrickson, Inc. (SEH). Aerial Imagery provided by Sigma.

LEGEND:

	Project Limits		Final Capping Limits
	Parcels		Capping Unit
			Final Multi-Use Path ¹

Note:

- Final multi-use path shown on figure includes areas where ENTACT placed material to grade the multi-use path into private properties.



Publish Date: 2022/01/13 9:59 AM | User: bhurry
 Filepath: K:\Projects\1779-Portage Canal\FIGURES\CONSTRUCTION\1779-RP-099-CCR 20220107.dwg Figure 3-2

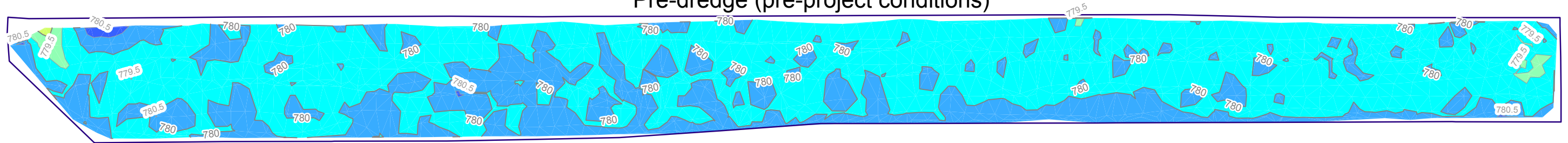


Figure 3-2
Cover and Cap Management Unit (CMU) Overview
 Portage Canal Segment 2 - Construction Documentation Report
 Portage, Wisconsin

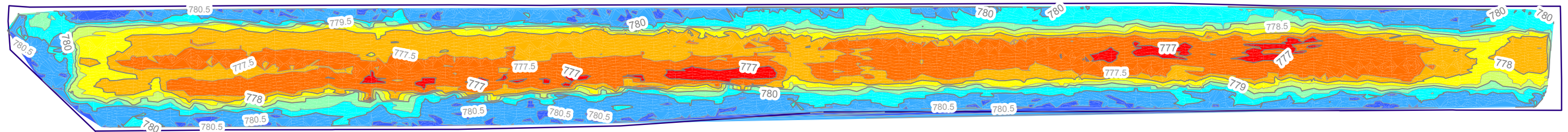
Portage Canal - Segment 1 Construction Documentation Report

Figure 8 - Hydrographic Surveys Tin Elevation Models (0.5- ft intervals)

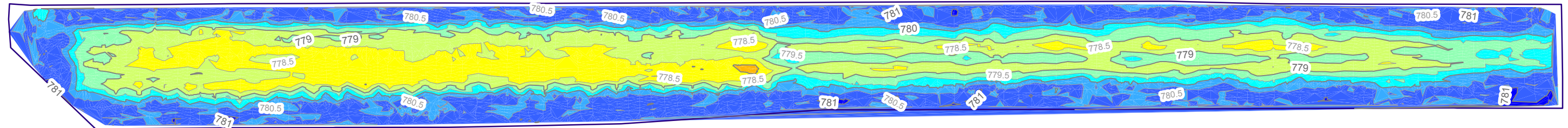
Pre-dredge (pre-project conditions)



Post Dredge



Post Sand (As-built surface)



Notes

1. Horizontal Datum Based Upon the Wisconsin Columbia County Coordinate System.
2. Bathymetric Elevations are based upon North American Vertical Datum of 1988 (NAVD88).
3. Benchmark is based upon chiseled square near the center of the headwall on the Adams Street Site of the canal, elevation 788.04.
4. Date: July 21, 2017

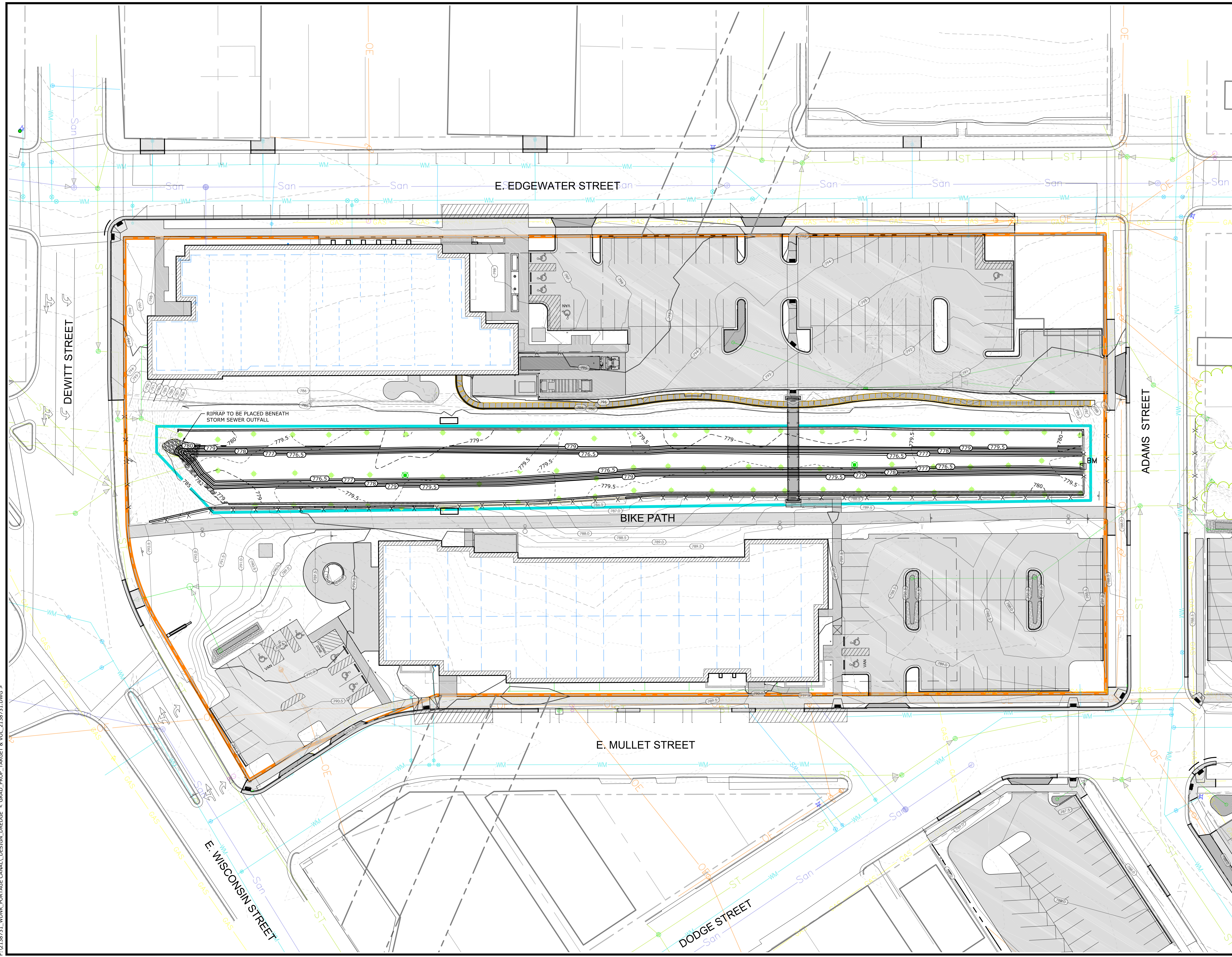
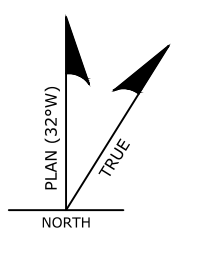
Legend

Tin Elevation Elevation

781 - 781.5
780.5 - 781
780 - 780.5
779.5 - 780
779 - 779.5
778.5 - 779
778 - 778.5
777.5 - 778
777 - 777.5
776.67 - 777



1 inch = 40 feet



- LEGEND**
- PROPERTY BOUNDARY (APPROXIMATE)
 - - - 779 - - - TOP OF SEDIMENT CONTOUR ELEVATION (MAJOR INTERVAL 1 FOOT)
 - - - 779.5 - - - TOP OF SEDIMENT CONTOUR ELEVATION (MINOR INTERVAL 0.5 FOOT)
 - 779 --- TARGET CONTOUR ELEVATION (MAJOR INTERVAL 1 FOOT)
 - 779.5 --- TARGET CONTOUR ELEVATION (MINOR INTERVAL 0.5 FOOT)
 - PROJECT AREA
 - CANAL SEGMENT 1
 - ◆ SEDIMENT POLING LOCATION COLLECTED FEBRUARY 2009
 - ◆ SEDIMENT CORE LOCATION COLLECTED FEBRUARY 2009
 - BM BENCHMARK LOCATION (NATURAL RESOURCE TECHNOLOGY)

- NOTES**
1. HORIZONTAL DATUM BASED UPON THE WISCONSIN COLUMBIA COUNTY COORDINATE SYSTEM.
 2. BATHYMETRIC ELEVATIONS ARE BASED UPON NAVD88 (NORTH AMERICAN VERTICAL DATUM OF 1988).
 3. BENCHMARK IS BASED UPON A CHISEL MARK LOCATED ON TOP OF CONCRETE HEADWALL AT ADAMS STREET ELEVATION=787.86 FT. BY NATURAL RESOURCE TECHNOLOGY
 4. FOR DETAILED SITE INFORMATION SEE MEAD & HUNT DRAWINGS.

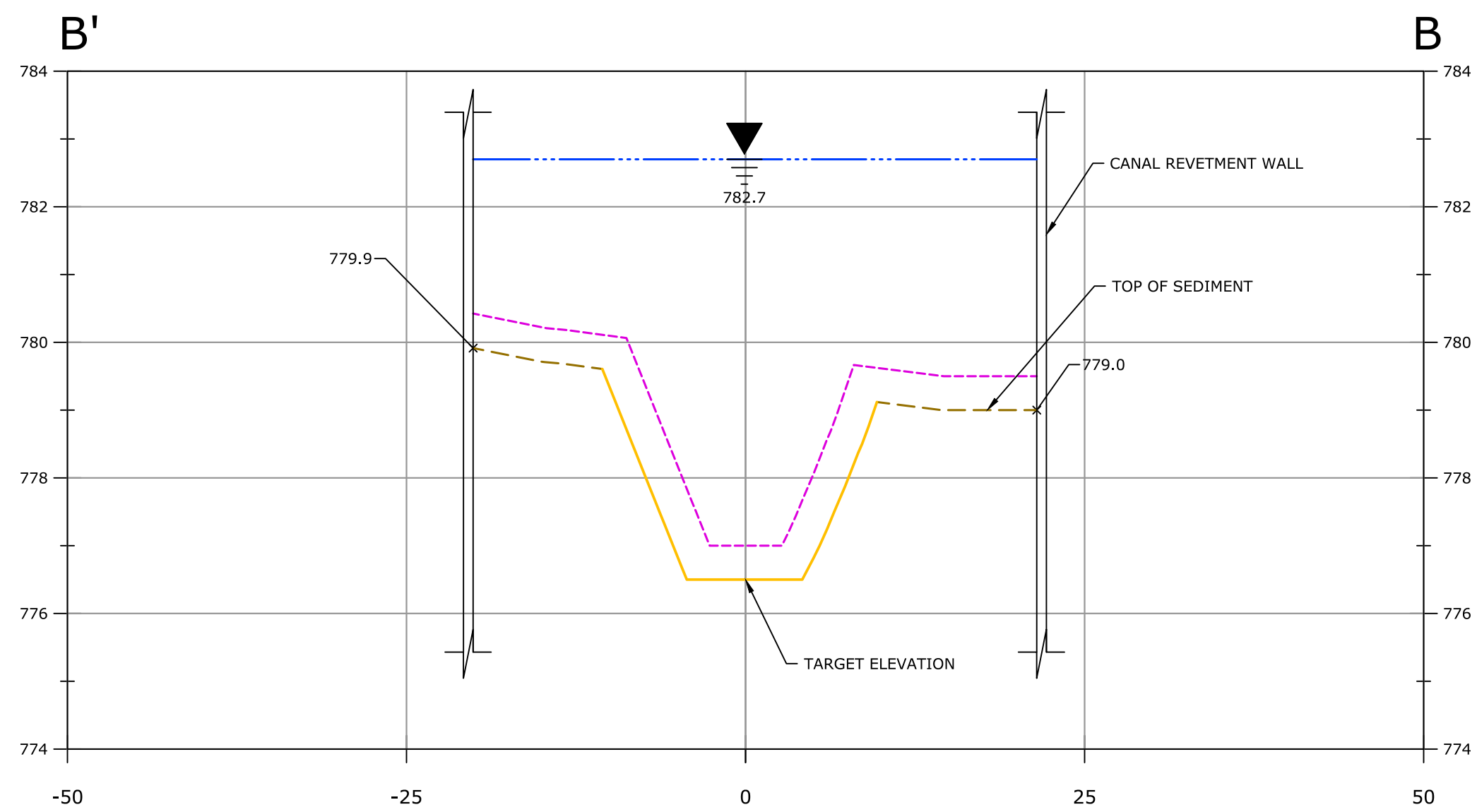
SOURCE

THIS DRAWING WAS DEVELOPED FROM DATA PROVIDED BY COLUMBIA COUNTY LAND INFORMATION DEPARTMENT.
 BENCH MARK AND SEDIMENT POLING LOCATIONS: OBTAINED BY NATURAL RESOURCE TECHNOLOGY USING TRIMBLE GPS UNIT. DIGITALLY PROVIDED.
 BATHYMETRIC CONTOURS: A PLAN ENTITLED "EXISTING CONDITIONS" BY NATURAL RESOURCE TECHNOLOGY; DATED 04/29/09 AND "ISSUED FOR BID (NOT FOR CONSTRUCTION)" ON 04/29/09. DIGITALLY PROVIDED.
 EXISTING AND PROPOSED SITE FEATURES, UTILITIES, TOPOGRAPHY AND GRADING: PROPOSED GRADING PLANS PREPARED BY POTTER LAWSON, INC.. DIGITALLY PROVIDED.

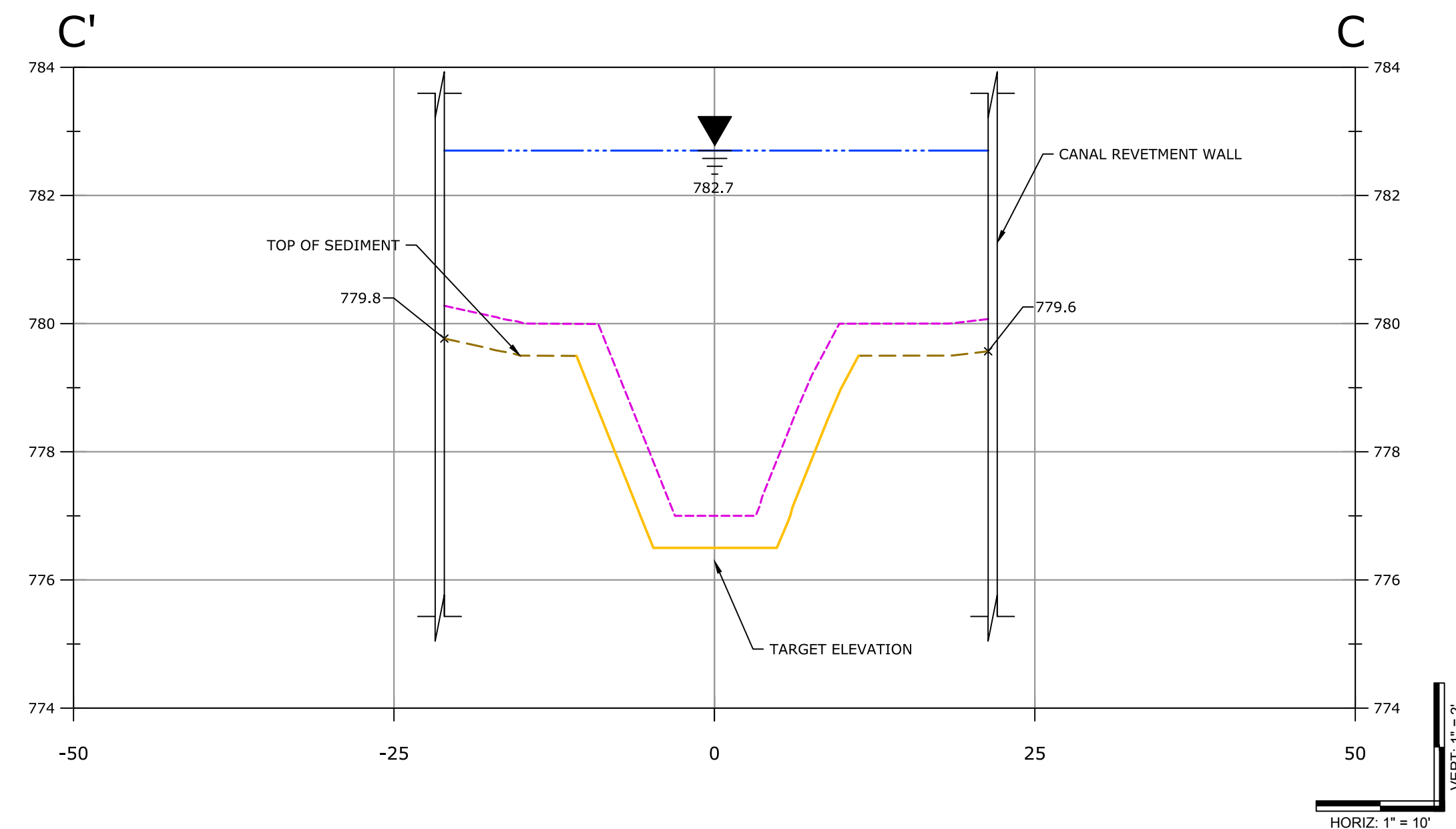


REV.	DATE	DR.	CH.	REVISION
SITE LAYOUT AND SEDIMENT DREDGE PLAN				
PORTAGE CANAL DREDGING PROJECT DEWITT STREET TO ADAMS STREET WISCONSIN DEPARTMENT OF NATURAL RESOURCES CITY OF PORTAGE, WISCONSIN				
RAMBOLL		ENVIRON		
PREPARED BY: JH	DATE: 03/09/2016	DRAWING		
DRAFTED BY: PRM	SCALE: 1" = 30'	C-10		
APPROVED BY: JH	PROJECT: 2138731B			

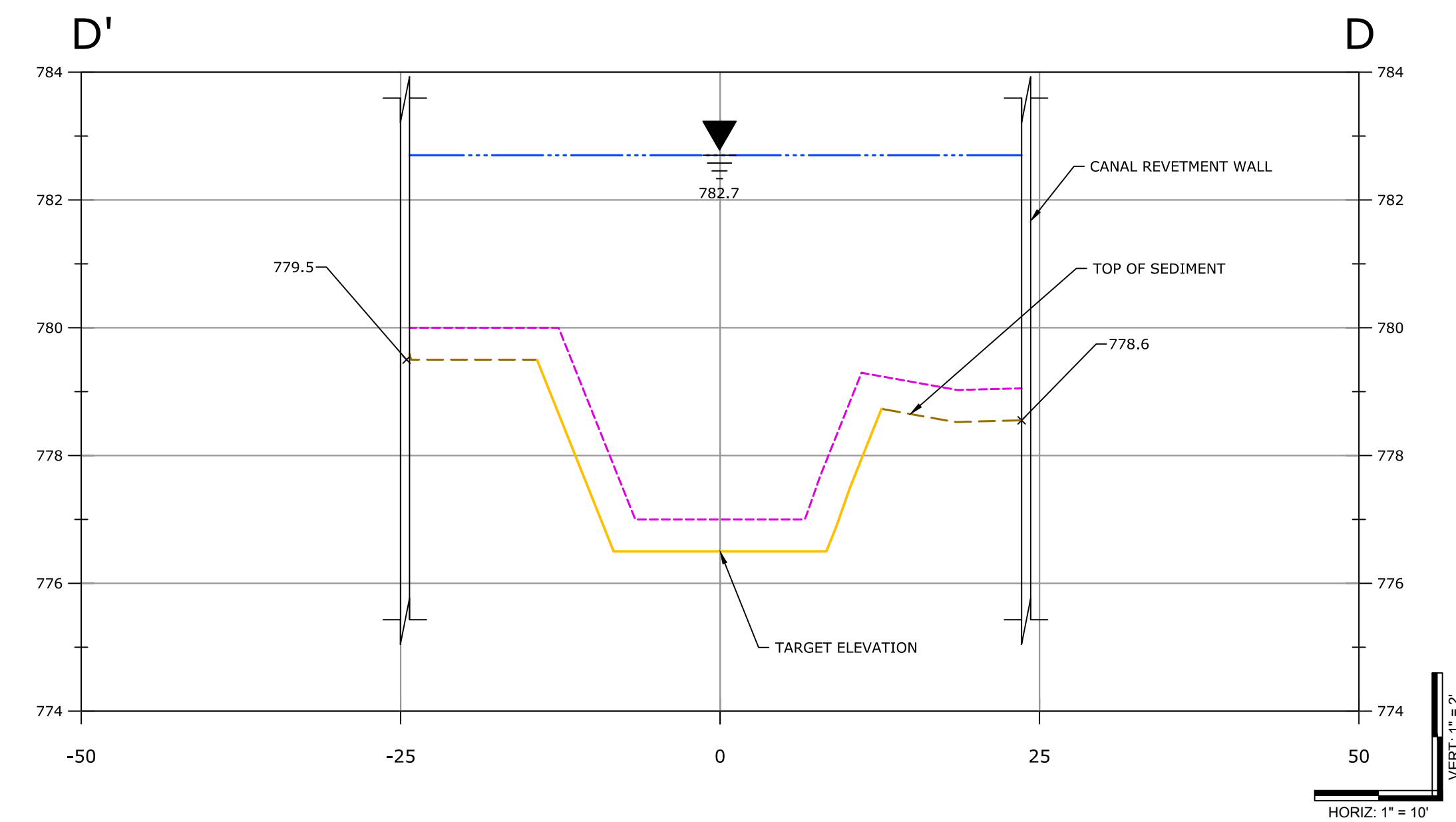
B:\COURT\2138731\WORK\PORTAGE CANAL DESIGN_DREDGE < GRAD_PROP_TARGET & VOL_2138731.DWG >
 03/09/2016 10:45 AM



SECTION 1+50W (B)
SCALE: 1"=10' HORZ, 1"=2' VERT. (C-30)



SECTION 3+00W (C)
SCALE: 1"=10' HORZ, 1"=2' VERT. (C-30)



SECTION 4+50W (D)
SCALE: 1"=10' HORZ, 1"=2' VERT. (C-30)

LEGEND

- · — · — · CANAL WATER SURFACE
- — — — TARGET ELEVATION
- - - - - TOP OF SEDIMENT
- CANAL WATER ELEVATION (FEBRUARY 18, 2009)
- SPOT ELEVATION (FT.)

NOTES:

1. REFER TO ADDITIONAL MEAD AND HUNT CANAL REDEVELOPMENT DRAWINGS FOR DETAILS OF THE CANAL REVETMENT WALLS.

SOURCE

THIS DRAWING WAS DEVELOPED FROM DATA PROVIDED BY COLUMBIA COUNTY LAND INFORMATION DEPARTMENT. BENCH MARK AND SEDIMENT POLING LOCATIONS: OBTAINED BY NATURAL RESOURCE TECHNOLOGY USING TRIMBLE GPS UNIT. DIGITALLY PROVIDED. BATHYMETRIC CONTOURS: A PLAN ENTITLED "EXISTING CONDITIONS" BY NATURAL RESOURCE TECHNOLOGY; DATED 04/29/09 AND "ISSUED FOR BID (NOT FOR CONSTRUCTION)" ON 04/29/09. DIGITALLY PROVIDED. EXISTING AND PROPOSED SITE FEATURES, UTILITIES, TOPOGRAPHY AND GRADING: PROPOSED GRADING PLANS PREPARED BY POTTER LAWSON, INC.. DIGITALLY PROVIDED.

REV.	DATE	DR.	CH.	REVISION

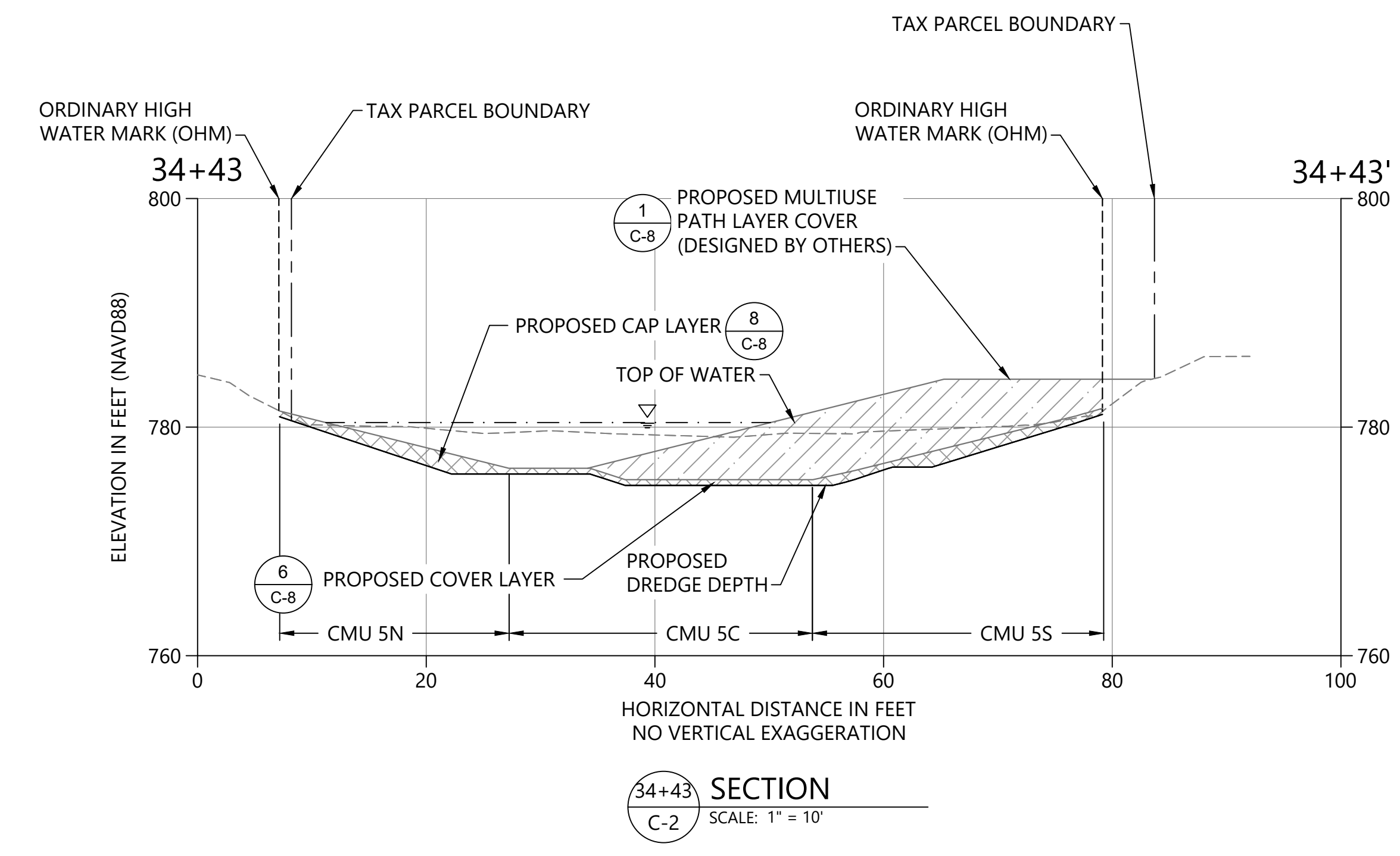
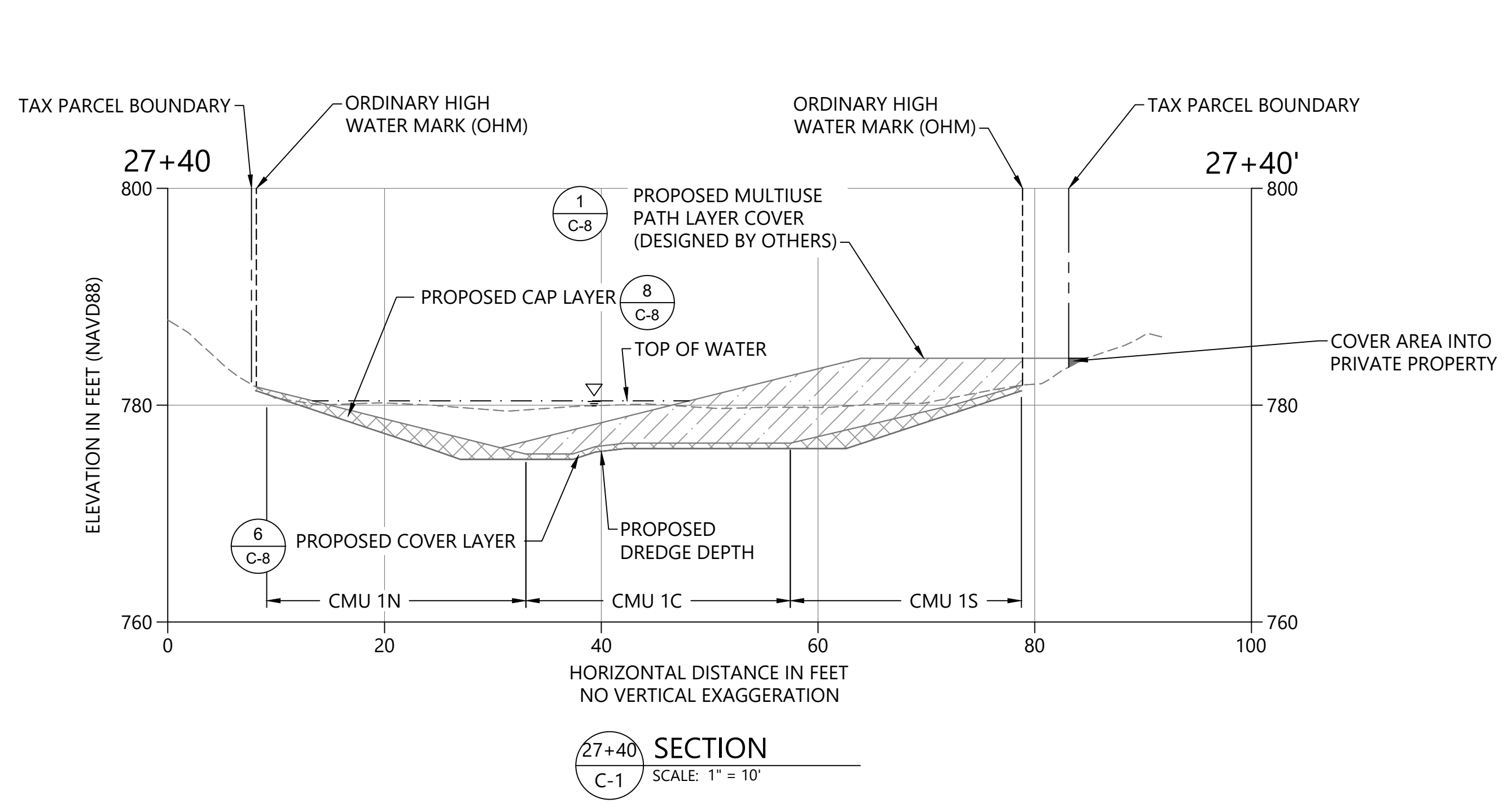
SEDIMENT CAPPING SECTIONS

PORTAGE CANAL DREDGING PROJECT
DEWITT STREET TO ADAMS STREET
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
CITY OF PORTAGE, WISCONSIN

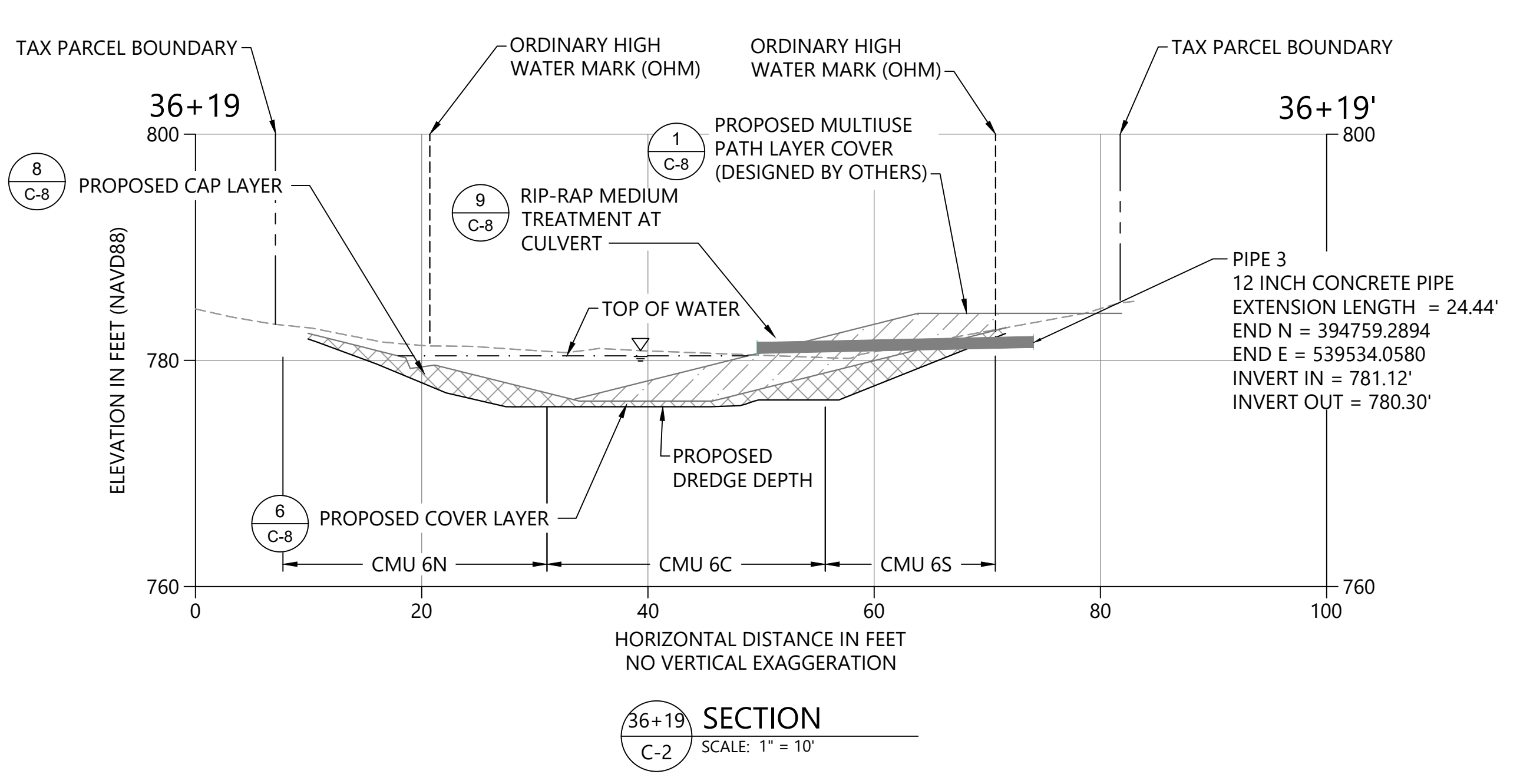
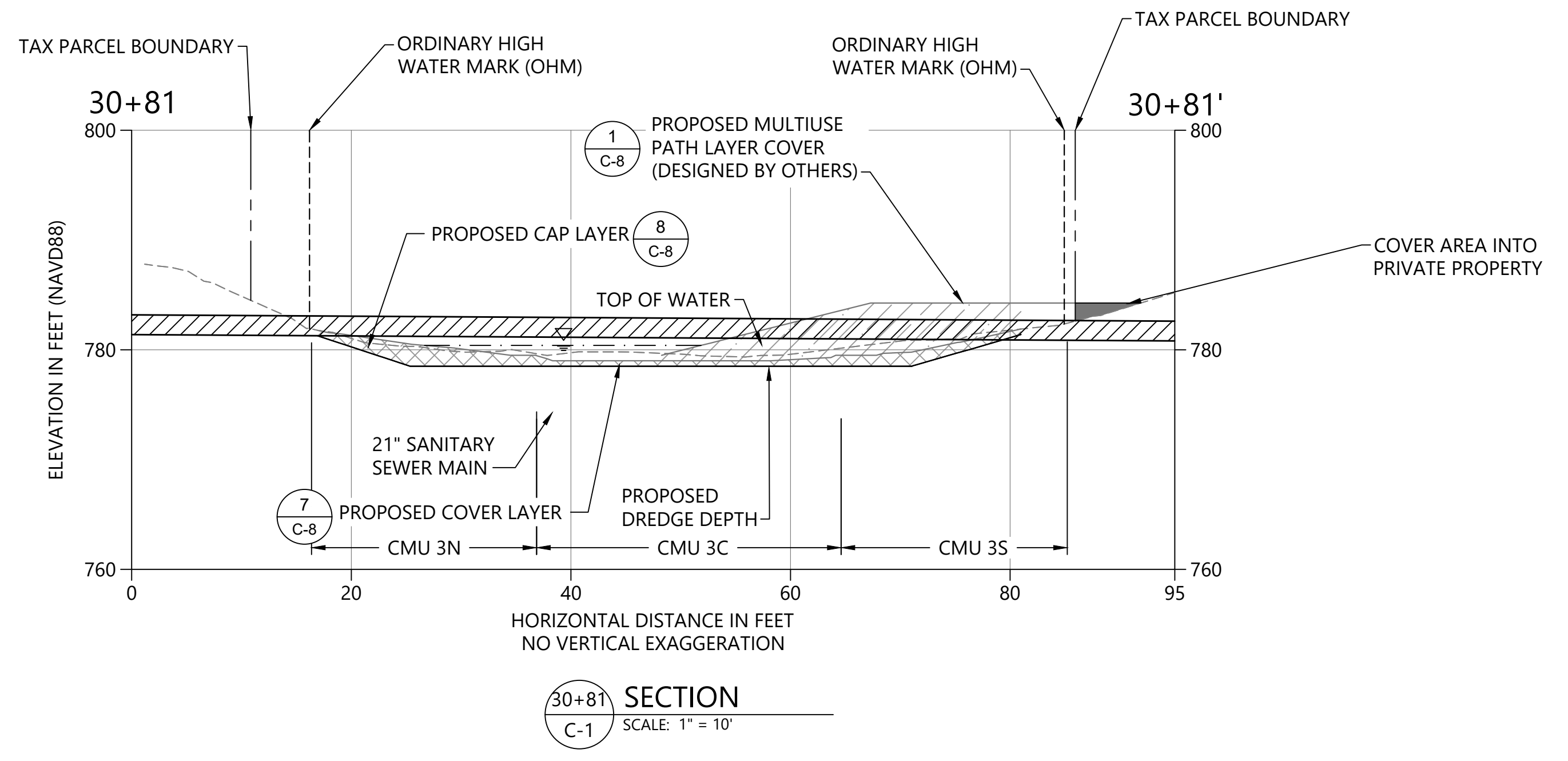


PREPARED BY: JH	DATE: 03/09/2016	DRAWING C-32
DRAFTED BY: PRM	SCALE: AS SHOWN	
APPROVED BY: JH	PROJECT: 2138731B	

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 Sep 30, 2021 2:11pm bhurry

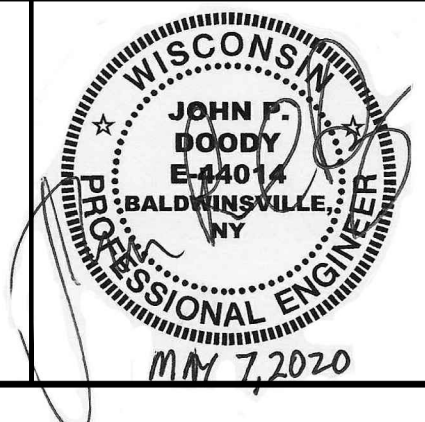


- LEGEND:**
- TOP OF SEDIMENT
 - ▨ PROPOSED MULTI-USE PATH COVER
 - ▩ COVER AND CAP LAYER
 - PROPOSED DREDGE DEPTH
 - - - TOP OF WATER



ONE INCH
 AT FULL SIZE, IF NOT ONE
 INCH SCALE ACCORDINGLY

FOR CONSTRUCTION



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION

DESIGNED BY: M. CONESE
 DRAWN BY: C. YARD/B. HURRY
 CHECKED BY: K. POWELL
 APPROVED BY: J. PAUL DOODY
 SCALE: AS NOTED
 DATE: MAY 2020

**PORTAGE CANAL
 FINAL DESIGN SUBMITTAL**

CAPPING CROSS SECTIONS

C-5

SHEET # **23** OF 27

Document Number	Document Title
-----------------	----------------

State of Wisconsin
 Department of Natural Resources
 P.O. Box 7921
 Madison, WI 53707

TRAIL EASEMENT
 Wis. Stats. ss. 23.09(10) and 27.01(2)(g)

THIS TRAIL EASEMENT (“Easement”) is made by and between the State of Wisconsin Department of Natural Resources (“Grantor”) and the City of Portage (“Grantee”).

RECITALS

WHEREAS, the Grantor is the owner of certain real estate in Columbia County known as Upper Fox River Public Access (“Premises”);

WHEREAS, the Grantor conveyed a prior easement, attached as Exhibit “A”, to the Grantee dated May 8, 2006, recorded as Document No. 748588, in the Columbia County Register of Deeds Office;

WHEREAS, the prior easement contained a clause that stated, “The City (Grantee) agrees the trail will be open for public use within 5 years from the execution date of this easement. If the trail is not open by this date, or ever ceases to be used for trail purposes for two years, then all easement rights shall revert to and re-vest in the Department (Grantor) without necessity of re-entry. ”

WHEREAS, the Grantee did not fully construct the Trail within the designated five (5) year period; and as such, said easement rights reverted and re-vested in the Grantor without necessity of re-entry;

WHEREAS, this easement supersedes the prior easement, Document No. 748588.

WHEREAS, the Grantor and the Grantee have entered into a Memorandum of Agreement dated December 7, 2018, for the purpose of delineating roles and responsibilities for the design of contaminated sediment remediation, and the construction of a trail at the Portage Canal;

WHEREAS, between 2018 and 2020, the Grantor completed the remedial design and bid the work to be completed as described;

WHEREAS, the Grantor and the Grantee entered into an Intergovernmental Environmental Repair Agreement dated August 4, 2020, for the remediation of contaminated sediments and to construct a recreational trail along the Portage Canal;

WHEREAS, between 2020 and 2021, the Grantor executed the remediation of Segment 2 of the Portage Canal, including the removal of 30,631 cubic yards of contaminated sediment and materials including from the culvert underneath Adams Street. In addition, the Grantor executed tasks to prepare the canal for the future Trail, including the clearing of 0.9 acres of the canal banks, extending six outfalls to maintain stormwater drainage, and placing 41,981 tons of fill for the Trail;

WHEREAS, the Intergovernmental Environmental Repair Agreement contains a clause that the Grantee and

Recording Area
 Return: Department of Natural Resources
 Bureau of Facilities & Lands – LF/6
 P.O. Box 7921
 Madison, WI 53707-7921
 Attn: William Peterson (CE10099)

Parcel Identification Number (PIN):
 11271-1224.A

Grantor would execute this easement no later than December 31, 2021;

WHEREAS, the Grantor and the Grantee amended the Intergovernmental Environmental Repair Agreement on February 3, 2022, to increase funding for the remediation and to extend the easement date to no later than December 31, 2022;

WHEREAS, the Grantee, through a Federal/State/Municipal Project agreement with the Wisconsin Department of Transportation dated 6/25/2013, Revision #1 dated 06/16/2016 and Revision #2 dated 11/10/2021, contracted to construct the Multi-Use Path in 2022. The 45-working day construction contract was awarded to Janke General Contractors, Inc. who started the project in September of 2022.

AND WHEREAS, the Grantor does convey to the Grantee a nonexclusive Easement for the purpose of developing, constructing, operating, repairing, maintaining, removing and replacing the Trail and related facilities, including but not limited to pedestrian bridges, ("Trail") on the following described property in Columbia County, Wisconsin ("Easement Area").

Parts of the NE ¼ of the SE ¼, and the SE ¼ of the SE ¼, and the SW ¼ of the SE ¼ and the SE ¼ of the SW ¼ of Section 5, Township 12 North, Range 9 E and parts of the NE ¼ of the NW ¼, and the NW ¼ of the NW ¼ of Section 8, Township 12 North, Range 9 E, City of Portage, Columbia County, Wisconsin, that is further described below and depicted on the attached Exhibit "B":

All that portion of Certified Survey Map No. 841 depicting the 75' wide strip of land known as the Portage Canal, recorded in Vol. 4, Page 61 of Columbia County Register of Deeds Office lying between the southern face of the canal locks located at Lock Street and the southern face of the Canadian Pacific Railroad Bridge (C.M. St. P. & P.).

NOW, THEREFORE, the undersigned Grantor hereby grants to the Grantee, for and in consideration of mutual benefits, a non-exclusive Easement to develop, construct, operate, maintain, repair, remove and replace a recreational trail and related facilities under, across, and through the above-described Easement Area.

It is understood by the Grantor and the Grantee that this grant of non-exclusive Easement is subject to the following conditions:

1. **Recitals.** The Grantor and the Grantee confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.
2. **Purpose.** The Grantor grants and conveys to Grantee this non-exclusive Easement for the development, construction, operation, maintenance, repair, removal, and replacement of the recreational trail and trail facilities, including but not limited to pedestrian bridges, within the Easement Area for the purposes of walking, bicycling and other mutually agreed upon compatible uses. Motorized vehicles, with the exception of Class 1 electric bicycles, which may be allowed through a public planning process, are not permitted, except for their use in maintenance activities by the Grantee or their agents.
3. **Parties.** This Easement is limited to the Grantee and is not transferable to a third party, except after prior written notification to and approval by the Grantor.
4. **Non-Exclusive Use.** The Easement shall be non-exclusive, and the Grantor may use the Easement Area and may lease or convey other easements to one or more other person(s), company(ies) or other entity(ies); provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee's rights. If the Department conveys and grants additional easements or agreements within the

Premises that disrupt the condition of the Trail, the Department will require the respective grantees to restore the Trail in a timely workmanlike manner to a condition consistent with that of the Trail prior to the disruption.

5. **Construction.** The Trail will be part of the Ice Age Trail as defined in s. 23.17. The Trail will be paved. Trail development will conform with Grantor's trail standards. The Grantee is responsible for obtaining permission from other landowners for the placement of any riprap, revetment walls or related infrastructure on property not owned by the Grantor.
6. **Vegetative Management.** Use of pesticides and herbicides shall only be allowed with the prior written approval of the Grantor. Any pesticide application should be in accordance with Grantor's Manual Code 4230.1 concerning Department of Agriculture, Trade and Consumer Protection (DATCP) certification and Grantor's policy. Neonicotinoid insecticide use should be in accordance with the Grantor's Neonicotinoid Pesticide Policy (adopted January 2021). The Grantor shall be notified of any proposed pesticide application in early fall of the year preceding the proposed application, to ensure that the required process can be followed for pesticide use on Grantor's lands (Manual Code 4230.1). Any pesticide use must be reported to the Grantor (Manual Code 4230.1). The Grantee will follow the requirements of the Invasive Species Rule (chapter NR 40, Wis. Adm. Code) and best management practices for invasive species to reduce the risk of introducing or spreading invasive species. Where feasible, the Grantee will eradicate infestations of invasive species.
7. **Signage/Improvements.** All fencing, surveying, signing, lighting, and similar activities, which are related to the development, maintenance, and operation of the Trail including fire suppression, shall be the responsibility of the Grantee. The Grantee is encouraged to use fire suppression products that are free of per- and polyfluoroalkyl substances. In addition, the Grantee may install benches and other trail user amenities and may install signs along the Trail depicting the history of the Portage Canal and its significance to American history.
8. **Maintenance.** The Grantee shall maintain the Easement Area in a decent, sanitary and safe condition and at no time shall the Grantee allow its work or use to cause a hazard or unsafe conditions on the Easement Area. Maintenance for which the Grantee is responsible may include but is not limited to mowing, vegetation and weed control, tree trimming and fallen tree removal, snow removal and salt spreading, asphalt resurfacing, litter pickup, riprap apron grading, and access for storm sewer outfall maintenance and inspection in adherence to #11 below. Rights and responsibilities granted under this section do not include the responsibility to maintain the flowed portion of the Easement Area, nor does it include the responsibility to maintain areas not accessible except through private property.
9. **Existing Utilities.** The Grantee is responsible for determining the location of any existing utilities within the Easement Area. Grantee is responsible for any and all damages, costs or liabilities that result from damages caused by the Grantee to existing utilities within the Easement Area.
10. **Inspection.** The Grantee will perform an annual inspection of caps along the northern and southern banks. The caps contain the residual contamination. The annual inspection will include walking the entirety of the Easement Area and performing a visual assessment of the condition of the caps and completion of E-Form 4400-305, marked as Exhibit "C", attached hereto and made part of. Additionally, the Grantee will perform the statutorily required (s. 23.115(2), Stats.) biannual Designated Use Area inspections (Form 2500-073) and maintain the associated records on file and make them accessible to Grantor upon request.
11. **Compliance with Other Laws.** This Easement does not relieve Grantee from the responsibility to

comply with all applicable federal and state laws and local ordinances and does not supersede any other governmental requirements for plan approval or for authority to exercise any other rights granted herein. The Grantee shall secure and comply with all federal, state and local permits, approvals, certifications and licenses required for the construction, installation, operation, maintenance, repair, reinstallation, and replacement of the Trail including without limitation, zoning, building, health, environmental water regulations and zoning permits, approvals or licenses, and shall indemnify the Grantor against payment of the costs therefore and against any fines or penalties that may be levied for failure to procure or to comply with such permits, approvals, certifications or licenses as well as any remedial costs to cure violations thereof. The Grantor agrees to cooperate with the Grantee in securing such permits, approvals, certifications or licenses by providing information and data upon request.

12. **Fees.** The Grantee shall pay all transfer taxes, recording costs or fees, or any similar expense in connection with the recording or filing of this Easement. No charges, taxes or assessments shall be imposed on the Department for the development, construction, installation, operation, maintenance, repair, replacement or removal of the Trail.
13. **Encumbrances.** The Grantee will not permit any mortgage, pledge, security interest, lien or encumbrance, including without limitation tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment furnished in connections with the development, construction, installation, operation, maintenance, repair, replacement or removal of the Trail or any portion of the Easement Area.
14. **Non-Disturbance.** Grantee shall not disturb wetlands or waterways unless it first obtains all necessary permits. No work may be done that alters drainage or allows water to drain onto adjoining land.
15. **Restoration.** In the event of any damage or disturbance to the Easement Area caused by Grantee, or its employees or agents, Grantee shall restore the Easement Area in a timely workmanlike manner consistent with the condition of the Easement Area after the completion and acceptance of the Trail installation project.
16. **Public Use.** The Grantee understands that the Premises are open to the public. The Premises are open for use to all members of the general public without regard to race, creed, marital status, color, sex, national origin, age, handicap, ancestry, sexual orientation, arrest record or conviction record. The Grantee shall open the facilities to the general public subject to reasonable rules and regulations, fees, and charges, as the Grantee deems necessary for the management and operation of the Trail. Admissions fees if any charged by the Grantee shall not exceed those established in s. 27.01(8), Wis. Stats. Other fees shall remain similar to those contained in Chapter NR 45, Wisconsin Administrative Code. The Grantee shall retain all fees collected unless a cooperative system is agreed upon by the Grantee and the Grantor. If admission fees are charged, conservation patron licenses, senior citizen cards, and state trail passes issued by the Grantor shall be honored without additional admission fees.
17. **Grantee's Employees and Agents.** The Grantor reserves no control over the employment, discharge, compensation of or services rendered by the Grantee employees or contractors, and the Grantee shall be and remain an independent party, and nothing herein shall be constructed as inconsistent with the status or as creating or implying any partnership or joint venture between the Grantee and Grantor and employees of the Grantee or employees of any contractor shall not be considered Grantor's employees.
18. **Violation.** If Grantor identifies a violation of this Easement by Grantee that does not constitute an emergency, the Grantor will notify Grantee of the violation(s) in writing, and the Grantee will have 60 days to provide Grantor with a plan and a schedule for correcting the violation(s). If Grantee's plan is

not approved by the Grantor, Grantor will provide Grantee with a list of acceptable modifications to the plan and allow Grantee an additional 60 days to revise its plan to meet Grantor's requirements. If Grantee refuses Grantor's modifications, Grantor may declare this Easement null and void, and it may take full control of the Easement Area without hindrance or delay, and it may use its legal remedies to recover from the Grantee any damages sustained by acts of the Grantee. Grantor's approval of the plan for correcting the violation(s) shall not be unreasonably withheld, delayed, or denied.

19. **Termination.** The Easement may terminate at the sole decision of the Grantor upon:
 - a. Grantee's acknowledgement that it is abandoning the Easement Area; or
 - b. An implied abandonment as evidenced by Grantee's non-use of the Easement Area for a period of two consecutive years.

20. **Indemnification.** Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

21. **Insurance.** At all times the Grantee shall be required to provide the Grantor adequate evidence of financial responsibility to meet the liabilities, losses, demands and actions from which the Grantee is required to meet. Evidence of adequate financial responsibility shall be either appropriate evidence that the Grantee is self-insured and has sufficient resources to provide coverage equivalent to an insurance policy having combined single limits of not less than \$500,000.00 or, alternatively, evidence of an appropriate insurance policy having combined single limits of not less than \$500,000.00. Upon request, the Grantee shall furnish the Grantor the requisite certificate, or other proof of insurance showing that the Grantor and its officers, employees and agents, are named as additional insureds under the insurance policy. The Grantor may require greater evidence of resources or higher limits of insurance coverage if it determines that greater coverage is reasonably required to cover the risks presented by the Trail. The Grantee shall furnish the Grantor evidence of adequate financial responsibility on or before the effective date of the Easement. If at any time the Grantor determines that the Grantee has not provided adequate evidence of financial responsibility, the Grantee shall immediately suspend any construction, installation, operation, maintenance, repair, removal or replacement on the Easement Area until adequate evidence of financial responsibility is again provided to the Grantor.

22. **Notices.** With the exception of emergency notice, all notices or other writings this Easement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, prepaid and addressed as follows:
 - a. To the Grantor: Wisconsin Department of Natural Resources, Bureau of Facilities and Lands, 101 S. Webster St., Madison, WI 53703.
 - b. To the Grantee: City of Portage, 115 W. Pleasant Street, Portage, WI 53901The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.

23. **NR 45 Enforcement.** The Grantor retains management, supervision and control over the Premises for the purpose of enforcing pertinent state laws needed to protect the Easement Area, its natural resources or the general public, including Chapter NR 45, Wis. Adm. Code, which governs the conduct of visitors to state lands. Daily routine enforcement remains the responsibility of the Grantee.

24. **Non-Discrimination.** In connection with the performance of work under this Easement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental handicap as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
25. **Non-Warrantable Title.** The Grantor does not warrant that title to the Easement Area is free and clear of all encumbrances or that it will defend the Grantee in its peaceful use and occupancy of the Easement Area.
26. **Headings.** The headings of clauses contained in this Easement are used for convenience and ease of reference only and do not limit the scope or intent of the clause.
27. **Governing Law.** This Easement shall be construed and enforced in accordance with the internal law of the State of Wisconsin.
28. **Acknowledgement.** This Easement contains the entire understanding of all agreements by the Grantor and Grantee. Previous communications, promises, pledges, representations or agreements pertaining to this Easement Area are hereby superseded. This Easement may not be modified or amended except by a written document executed and acknowledged by the Grantor and Grantee.
29. **Invalidity.** If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
30. **Enforcement.** Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief.

END OF TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the Grantee has agreed to and caused this easement to be executed on its behalf this _____ day of _____, 20__.

The City of Portage, Grantee

By _____ (SEAL)
Mitchel Craig
Its: Mayor

By _____ (SEAL)
Marie A. Moe
Its: City Clerk

State of Wisconsin)
) ss.
_____ County)

Personally appeared before me this _____ day of _____ 20__, the above named Mitchel Craig and Marie A. Moe to me known to be the person who executed the foregoing instrument and acknowledged the same as and for the act and deed of the Grantee.

*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

* Please print name.

Directions: In accordance with s. NR 727.05 (1) (b) 3., Wis. Adm. Code, use of this form for documenting the inspections and maintenance of certain continuing obligations is required. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records law [ss. 19.31-19.39, Wis. Stats.]. When using this form, identify the condition that is being inspected. See the closure approval letter for this site for requirements regarding the submittal of this form to the Department of Natural Resources. A copy of this inspection log is required to be maintained either on the property, or at a location specified in the closure approval letter. Do NOT delete previous inspection results. This form was developed to provide a continuous history of site inspection results. The Department of Natural Resources project manager is identified in the closure letter. The project manager may also be identified from the database, BRRTS on the Web, at <http://dnr.wi.gov/botw/SetUpBasicSearchForm.do>, by searching for the site using the BRRTS ID number, and then looking in the "Who" section.

Activity (Site) Name	BRRTS No.
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Inspections are required to be conducted (see closure approval letter): <input type="radio"/> annually <input type="radio"/> semi-annually <input type="radio"/> other – specify _____	When submittal of this form is required, submit the form electronically to the DNR project manager. An electronic version of this filled out form, or a scanned version may be sent to the following email address (see closure approval letter):
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Inspection Date	Inspector Name	Item	Describe the condition of the item that is being inspected	Recommendations for repair or maintenance	Previous recommendations implemented?	Photographs taken and attached?
		<input type="checkbox"/> monitoring well <input type="checkbox"/> cover/barrier for soil <input type="checkbox"/> sediment cap <input type="checkbox"/> other:			<input type="radio"/> Y <input type="radio"/> N	<input type="radio"/> Y <input type="radio"/> N
		<input type="checkbox"/> monitoring well <input type="checkbox"/> cover/barrier for soil <input type="checkbox"/> sediment cap <input type="checkbox"/> other:			<input type="radio"/> Y <input type="radio"/> N	<input type="radio"/> Y <input type="radio"/> N
		<input type="checkbox"/> monitoring well <input type="checkbox"/> cover/barrier for soil <input type="checkbox"/> sediment cap <input type="checkbox"/> other:			<input type="radio"/> Y <input type="radio"/> N	<input type="radio"/> Y <input type="radio"/> N
		<input type="checkbox"/> monitoring well <input type="checkbox"/> cover/barrier for soil <input type="checkbox"/> sediment cap <input type="checkbox"/> other:			<input type="radio"/> Y <input type="radio"/> N	<input type="radio"/> Y <input type="radio"/> N
		<input type="checkbox"/> monitoring well <input type="checkbox"/> cover/barrier for soil <input type="checkbox"/> sediment cap <input type="checkbox"/> other:			<input type="radio"/> Y <input type="radio"/> N	<input type="radio"/> Y <input type="radio"/> N
		<input type="checkbox"/> monitoring well <input type="checkbox"/> cover/barrier for soil <input type="checkbox"/> sediment cap <input type="checkbox"/> other:			<input type="radio"/> Y <input type="radio"/> N	<input type="radio"/> Y <input type="radio"/> N
		<input type="checkbox"/> monitoring well <input type="checkbox"/> cover/barrier for soil <input type="checkbox"/> sediment cap <input type="checkbox"/> other:			<input type="radio"/> Y <input type="radio"/> N	<input type="radio"/> Y <input type="radio"/> N

BRRTS No.

Activity (Site) Name

Continuing Obligations Inspection and Maintenance Log

Form 4400-305 (R 7/20)

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Date added:

Title:

{Click to Add/Edit Image}

Date added:

Title: