



AGENDA FOR PUBLIC WORKS & UTILITIES COMMISSION

A Public Works & Utilities Commission meeting will be held on **Wednesday, September 23, 2026**
at 5:30 PM
in the **Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.**

Join Zoom Meeting

<https://us06web.zoom.us/j/2708608080?pwd=ZTZ0cmllVEFEb1dzVDNwdi91UHFYQT09>

Meeting ID: 270 860 8080

Passcode: 206751

One tap mobile

+13092053325,,2708608080#,,,*,206751# US

Call to Order - Roll Call

Approve Minutes

Discussion Items

1. Airport Update
2. [Discussion & Potential Action: Hollister Phase #2](#)
3. [Discussion & Potential Action: Railroad Crossing Sidewalk](#)
4. [Discussion: Review of Current Lease Agreement](#)
5. [Discussion & Potential Action: Lease Agreement Template](#)
6. [Discussion & Potential Action: Pay Request #6](#)
7. Project Updates
8. Payment of Monthly Water & Sewer Bills
9. Departmental Reports
10. Director's Report
11. Set Next Meeting Date - October 28, 2026

Adjourn

NOTICE: It is possible that a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Nicole Jacobs, City Clerk, at 819 Superior Avenue, Tomah, WI 54660.



STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Discussion & Potential Action: Hollister Phase #2

Summary and background information: (Appropriate documents attached)

This item was tabled from the previous month's meeting. The City has a potential opportunity to secure grant funding for the Hollister Phase #2 project. However, accepting these funds requires delaying the project's construction timeline from fiscal year 2027 to fiscal years 2028–2029. This shift introduces variables regarding escalating material and labor costs due to inflation. Staff requests Commission's direction on whether to proceed with the original 2027 schedule or to accept the grant and adjust the project timeline accordingly.

Fiscal Note:

Recommendation:

A handwritten signature in black ink that reads "Brandy Leis". The signature is written in a cursive style with a large, looped "B" and a long, sweeping "L".

Director of Public Works & Utilities
Brandy Leis

A handwritten date in black ink that reads "9/15/26". The numbers are written in a simple, slightly slanted font.

Date



STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Discussion & Potential Action: Railroad Crossing Sidewalk

Summary and background information: (Appropriate documents attached)

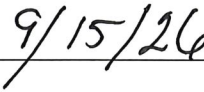
This item was tabled from the previous month's meeting. The railroad is considering doing work to the crossing and could provide a potential cost share with a joint project that could extend pedestrian crossing.

Fiscal Note:

Recommendation:



Director of Public Works & Utilities
Brandy Leis



Date



STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Discussion: Review of Current Lease Agreement

Summary and background information: (Appropriate documents attached)

Current lease agreement for 515 E Monowau is attached for review.

Fiscal Note:

N/A

Recommendation:

A handwritten signature in black ink that reads "Brandy Leis". The signature is written in a cursive, flowing style.

Director of Public Works & Utilities
Brandy Leis

A handwritten date in black ink that reads "9/15/26". The date is written in a cursive, flowing style.

Date

LEASE AGREEMENT

THIS AGREEMENT (this "Lease"), effective February 27, 2026, by and between **The City Of Tomah**, with its address at 515 East Monowau Street, Tomah, Wisconsin 54660, (hereinafter referred to as "Landlord"), and **THE TORO COMPANY**, a Delaware Corporation, with its address at 8111 Lyndale Avenue South, Bloomington, Minnesota 55420 (hereinafter referred to as "Tenant").

WITNESSETH:

1. **Premises.** Landlord does hereby demise unto Tenant, and Tenant does hereby hire from Landlord, the real property (land only), situated at 515 E. Monowau Street, City of Tomah, County of Monroe, State of Wisconsin, more particularly described on the attached Exhibit A ("Leased Premises"). Leased Premises is located on the gravel portion of the premises, as outlined in red on the map attached as Exhibit B. The parties shall share mutual access for ingress and egress over and through the outlined area.

2. **Term.** This Lease shall be for a month-to-month term, commencing April 1, 2026, and each month thereafter, for a term not exceeding twelve (12) months. The Lease shall terminate on March 31, 2027, or upon written notice of thirty (30) days from either Party to the other Party. The parties may mutually agree in writing to extend the lease term.

3. **Rent.** For and during the Term, Tenant shall pay to Landlord rent at the monthly rate of One Thousand Eight Hundred Twenty and 00/100 (\$1,820.00), in advance, on the first day of each month during the Term, commencing April 1, 2026, at the address of Landlord set forth in Section 16 or such other place as Landlord may designate by notice to Tenant.

4. **Maintenance and Repairs.** Tenant shall be responsible for snow and ice removal and shall maintain the parking lot and entrance to the parking lot in as good repair and condition as existed on the commencement date of this Lease, reasonable wear and tear excepted. In addition, Tenant shall be responsible for keeping the Leased Premises reasonably clean and free of debris and rubbish.

5. **Access to Leased Premises.** Landlord shall have the right, upon twenty-four (24) hours' notice, to enter upon the Leased Premises at all reasonable hours for the purposes of inspecting the same or for the purposes of exhibiting the same to prospective tenants, purchasers, or others, and shall have the right to place a "For Rent" sign upon the Leased Premises, during or after notice from Tenant terminating the Lease.

6. **New Construction and Alterations.** During the Term, Tenant may not make improvements to the Leased Premises.

7. **Uses.** The Leased Premises may be used as a parking lot. The use of the property by the Tenant shall not unreasonably restrict or interfere with the reasonable use of the contiguous property of the Landlord for its purposes. The entrance to the parking area shall not be obstructed by either party.

8. **Liability Insurance.** Tenant shall at all times during the term hereof carry at its own expense public liability insurance of not less than \$1,000,000 for injury to or death of one person, and not less than \$2,000,000 for injury to or the death of two or more persons arising out of a single accident or occurrence on the Leased Premises. Such insurance may be covered by an umbrella policy covering Tenant's operations at other properties as well. Tenant may maintain a program of self-insurance for its insurance coverages required under this Lease.

9. **Compliance With Ordinances, Etc.** During the Term, Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State and municipal governments and of any and all their departments and bureaus applicable to Tenant's use of the Premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the use of the Premises but only, however, to the extent that such results from the particular use of the Tenant.

10. **Mutual Waiver of Right of Subrogation.** Each party hereto expressly waives any and all claims which arise or may arise in its favor and against the other party hereto, or its respective agents, servants or employees, during the term of this Lease hereinabove provided, or any extension thereof, for any and all loss of or damage to any of its property located within or upon the Leased Premises, notwithstanding said injury or damage is caused by the negligence of either of the parties hereto, their agents, servants or employees. Each of the parties agrees to look to its own insurance carrier for recovery of any damages sustained to its property, hereby waiving any rights of subrogation against the other.

11. **Indemnity.** Except as a result of Landlord's gross negligence or willful misconduct, Tenant agrees to indemnify and save the Landlord, its successors and assigns, harmless against any and all claims, demands, damages, and costs and expenses, including reasonable attorneys' fees, for the defense thereof, arising from the conduct of or use being conducted by Tenant on the Leased Premises, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or from any act or negligence of Tenant, its agents, contractors, servants, employees, subtenants, in or about the Leased Premises. In case of any action or proceeding by or against the Landlord by reason of any such claims, upon notice from Landlord, Tenant covenants to defend such action or proceeding with counsel reasonably satisfactory to Landlord. Landlord shall not be liable to Tenant, and Tenant waives all claims for damages to person or property sustained by Tenant or Tenant's employees, agents, servants, invitees and customers or to any other person resulting from the Leased Premises or any vehicles, equipment or appurtenances thereto becoming out of repair or resulting from any accident or occurrence in or about the Leased Premises, except to the extent caused by the negligence or willful misconduct of Landlord or Landlord's employees, agents or contractors. All property, equipment and vehicles belonging to Tenant or any other occupant of the Leased Premises shall be there at the sole risk of Tenant or of any other such person only, and Landlord shall not be liable for any damages thereto, or for theft or misappropriation thereof, except to the extent caused by the negligence or willful misconduct of Landlord or Landlord's employees, agents or contractors.

12. **Condemnation.** If the whole, or a portion, of the Leased Premises or the sole means of access to such part is taken by eminent domain during the Term, then this Lease shall terminate as of the date of the taking.

13. **Assignment and Subletting.** Tenant may not assign this Lease, or sublet the whole or any part or parts of the Leased Premises, except with the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed; but no assignment or subletting shall relieve Tenant from continuing liability from entire performance of this Lease and full payment of the rent herein provided for.

14. **Events of Default.** If any one or more of the following events ("default" or "event of default") shall happen:

A. Tenant shall default in the due and punctual payment of rent or any other payments required by Tenant hereunder and such default shall continue for fifteen (15) days after receipt of written notice from Landlord; or

Tenant shall neglect or fail to perform or observe any of the covenants herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same within thirty (30) days after Landlord shall have given to Tenant written notice specifying such neglect or failure or within such additional period, if any, as may be reasonably required to cure such default if it is of such a nature that it cannot be cured within such thirty (30) day period; then Landlord shall have the right, at its election, then or at any time thereafter, and while such event of default shall continue, to either

1). Give Tenant written notice of Landlord's intention to terminate this Lease on the date of such notice or on any later date specified therein, and on the date specified in such notice Tenant's right to the use, occupancy and possession of the Leased Premises shall cease and this Lease shall thereupon be terminated; or

2). Re-enter and take possession of the Leased Premises or any part thereof and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove the effects of both or either therefrom without being deemed guilty of any manner of trespass. Any such property which is removed may be stored by Landlord in a public warehouse or elsewhere at the cost of and for the account of Tenant. Should Landlord elect to reenter as provided in this subparagraph (B) or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law then this Lease shall be deemed to have been terminated as of the date of such repossession or reentry.

In the event that Landlord does not elect to terminate this Lease as permitted in subparagraph (1) above, but on the contrary elects to take possession as provided in subparagraph (2) above, then such repossession shall relieve Tenant of its liability and obligation under this Lease. In the event of such repossession, Tenant shall pay the rent and all additional rent and other sums as herein provided up to the time of termination of this Lease (which Landlord can declare at any time while Tenant remains in default).

15. **Tenant's Rights When Conditioned on Absence of Default.** Whenever in this Lease a right or obligation of Tenant or Landlord is conditioned upon the presence or absence of any default, noncompliance, nonperformance, violation or breach by Tenant of any of Tenant's obligations under this Lease, Tenant shall not be deemed to be in default, noncompliance,

nonperformance, violation or breach of any such obligation unless and until the Tenant's time to cure the same, as herein elsewhere provided, has expired.

16. **Payments to Landlord.** All payments due under this Lease Agreement shall be paid by Tenant to Landlord at 819 Superior Avenue, Tomah, Wisconsin 54660, or at such other address as the Landlord may from time to time require in writing.

17. **Non-liability of Landlord for Damages.**

A. Tenant shall indemnify Landlord against all expenses, liabilities and claims of any kind, including reasonable attorneys' fees, by or on behalf of any person or entity arising out of either:

i. A failure of Tenant to perform any of the terms or conditions of this Lease;

ii. Any death, injury or damage to person or property happening on or about the Leased Premises, except those occurring as a result of the negligence or willful misconduct of Landlord, its employees, contractors or agents;

iii. Tenant's failure to comply with any law of any governmental authority;

iv. Any construction lien filed against the Leased Premises related to work directly requested by Tenant.

18. **Surrender of Premises.** Upon termination of this Lease, whether by lapse of time, cancellation pursuant to an election provided for herein, forfeiture or otherwise, Tenant shall immediately surrender possession of the Leased Premises to Landlord, reasonable wear and tear and damage from fire or other casualty or peril excepted. At any time during the term of this Lease and upon the termination of this Lease, Tenant shall have the right to remove from the Leased Premises all Tenant's Improvements. If this Lease terminates at any time other than the time fixed as the expiration of the Term, Tenant shall have a reasonable time not exceeding thirty (30) days thereafter to effect such removal. If any of such property shall remain on the Leased Premises after the end of the Term, or after the thirty (30) day period above specified in the event termination occurs prior to the time fixed as expiration of the Term, such property shall be and become the property of Landlord without any claim therein of Tenant should Landlord so elect.

19. **Quiet Enjoyment.** Landlord covenants that Tenant, so long as Tenant is not in default hereunder, shall and may peaceably and quietly have, hold and enjoy the Premises for and during the Term.

20. **Remedies Cumulative.** The specific remedies to which Landlord or Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or threatened breach by either of them or of any provisions of this Lease.

21. **Right to Cure Other Party's Defaults.** In the event of any default hereunder by Tenant, Landlord may, if such default continues after reasonable notice thereof to Tenant, cure such default for the account and at the expense of Tenant. If Landlord at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce Landlord's rights hereunder or otherwise, the sum or sums so paid by Landlord, with all interest, costs and damages, shall on demand be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the incurring of such respective expenses. This provision is in addition to the rights of Landlord to terminate this Lease by reason of any default on the part of Tenant.

In the event of any default hereunder by Landlord, including, by way of illustration and not limitation, a default by Landlord in the performance of its obligations hereunder, Tenant may, if such default continues after reasonable notice thereof to Landlord, cure such default for the account and at the expense of Landlord. If Tenant at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting and/or defending any action or proceeding to enforce Tenant's rights hereunder or otherwise, the sum or sums so paid by Tenant, with all interest, costs and damages, shall on demand be paid by Landlord to Tenant or may be deducted by Tenant from any monies then due or thereafter becoming due from Tenant to Landlord.

22. **Arbitration.** Except as otherwise specifically provided herein, all disputes arising under this Lease Agreement shall be submitted to arbitration under the rules then obtaining of the Chapter of the American Arbitration Association with arbitrators to be selected from that chapter's panel and submission to arbitration shall be a condition precedent to the maintenance of any litigation respecting any rights or obligations arising under this Lease. The award in arbitration shall be binding upon the parties hereto and shall be entered as a judgment in the applicable court. The arbitrators may in their discretion award costs against the losing party or may divide costs in any manner they deem appropriate.

23. **Memoranda of Lease.** At the request of either party, Landlord and Tenant will execute and deliver, in duplicate original counterparts, a recordable memorandum of this Lease Agreement identifying the Leased Premises and, stating the term and providing such other information as may reasonably be required.

24. **Miscellaneous Provisions.**

A. **Confidentiality.** Tenant shall not disclose the terms and conditions of this Lease to any other Tenant or potential tenant of the Landlord, or to any other third party, except for tax return preparation or as required by federal or state regulatory authorities or pursuant to a court order or subpoena; provided, however, that Tenant may disclose such information in the ordinary course of Tenant's business to Tenant's accountants and tax preparers, attorneys, and employees on an as need to know basis.

B. **Entire Agreement.** This is the entire agreement between the parties and any alterations or additions hereto shall have effect only if reduced to writing, dated and signed by both parties or their duly authorized representatives.

C. **Rules Interpretation.** The language used in this Lease shall be deemed to be the language chosen by all parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any terms or condition hereof.

D. **Successors or Assigns.** All the terms, conditions, covenants and agreements of the Lease shall extend to and be binding upon Landlord, Tenant and their respective heirs, administrators, executors, successors, subtenants, concessionaires and assigns, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

E. **Authority of Parties.** If Landlord or Tenant is a corporation, partnership or other form of business entity, each individual executing the Lease on behalf of Landlord or Tenant respectively represents and warrants that: (a) Landlord or Tenant is a duly organized and validly existing entity; (b) Landlord or Tenant has full right and authority to enter into the Lease; (c) the person executing the Lease is duly authorized to execute and deliver the Lease on behalf of the Landlord or Tenant; and (d) the Lease is binding upon Landlord or Tenant in accordance with its terms. Landlord and Tenant shall provide the other upon request with evidence reasonably confirming the foregoing representations.

F. **Severability.** If any term, covenant, or condition of the Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, or in conflict with the law of the jurisdiction, the remainder of the Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term, covenant or condition of the Lease shall be valid and be enforced to the fullest extent permitted by law.

G. **Waiver.** The failure of Landlord to enforce any term, covenant, condition or breach of the Lease shall not be deemed a waiver of the right to do so thereafter. The acceptance by Landlord of Rent shall not be deemed a waiver of any term, covenant, condition or breach of the Lease. No waiver of any term, covenant, condition or breach shall be effective unless in writing. A written waiver of any term, covenant, condition or breach of the Lease shall not be deemed a waiver of any subsequent term, covenant, condition or breach, whether such subsequent term, covenant, condition or breach is the same or different, except as specified in writing in the waiver.

H. **Construction.** Landlord and Tenant and their respective counsel have reviewed and revised the Lease. Landlord and Tenant acknowledge that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Lease. If any provision of this Lease, or the application thereof, to any person or circumstance shall, at any time or to any extent be invalid or unenforceable, the remainder of the Lease, or the application of such provisions to the persons or circumstances other than to those to which it is held invalid or unenforceable, shall not be affected thereby and each provisions of this Lease shall be valid and enforced to the fullest extent permitted by law.

I. **Captions.** The captions contained in the Lease are for convenient reference only and shall not affect the construction or interpretation of the Lease.

J. **Written Notice.** Tenant shall give written notice to Landlord in case of fire or accidents on the Leased Premises, or of defects therein, or in any fixtures or equipment.

K. **Force Majeure.** Whenever a period of time is herein provided for the Landlord or Tenant to do or perform any act or thing, neither Landlord nor Tenant shall be liable or responsible for any delays due to strikes, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes whatever, whether similar or dissimilar to those enumerated, beyond its reasonable control.

L. **Choice of Law.** The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease.

M. **Validity.** The invalidity or enforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

N. **Quiet Possession.** Landlord further covenants that Tenant, upon paying the rentals provided for herein, and upon performing the covenants and agreements to be performed by it, will have, hold and enjoy quiet possession of the Leased Premises.

O. **Legal Expenses.** In the event of any litigation (including any counterclaim, crossclaim, or claim in a bankruptcy or receivership proceeding) for the enforcement of any of the terms and conditions of the Lease, the substantially prevailing party shall be entitled to recover from the other party all third party costs and expenses actually incurred as a result of the litigation, including, without limitation, reasonable attorneys' fees and costs.

P. **Recording.** Tenant shall not record this Lease without the written consent of Landlord. Landlord and Tenant agree that if one party requests a short form of this Lease to be used for recording purposes, the other party will cooperate and join in the execution of such short form that would reflect the parties to this agreement, the Premises and set forth the then term, including renewal options, as contained in the Lease.

Q. **Notices.** Any notice, demand or request which under the terms of this Lease or under any statute must or may be given or made by either of the parties hereto to the other party shall be in writing and shall be given by mailing the same by registered mail addressed to the address first written above. Either party, however, may designate in writing any new or other address to which such notice, demand or request shall thereafter be so mailed. Any such notice, demand or request shall be deemed given when deposited in a United States general or branch postoffice, maintained by the United States Government, properly addressed as provided above.

R. **No Oral Modification.** This instrument contains all the agreements and conditions made between the parties hereto with respect to the leasing of the Leased Premises, and

may not be modified, waived or terminated in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

S. **Rights of Successors and Assigns.** The covenants and agreements contained in this Lease shall apply, inure to the benefit of and be binding upon the parties hereto and their respective successors in interest and legal representatives, except as otherwise herein expressly provided. The terms "Landlord" and "Tenant", as used in this Lease, shall be deemed to refer to the parties executing this Lease as Landlord and Tenant as well as their respective successors, assigns, and legal representatives.

T. **Fees and Expenses.** If at any time during the term hereof after notice Tenant or Landlord fails, refuses or neglects to do any of the things herein provided to be done by it, Landlord or Tenant, as the case may be, shall have the right but not the obligation to do the same, but at the cost and for the account of the other party, and any amount so expended shall be repaid to Landlord or Tenant forthwith upon payment by the other party.

U. **Attorney's Fees.** In the event of any litigation or arbitration between Tenant and Landlord to enforce any provision of this Lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein. Moreover, if either party hereto without fault is made a party to any litigation instituted by or against any other party to this Lease, such other party shall indemnify Landlord or Tenant, as the case may be, against and save it harmless from all costs and expenses, including reasonable attorneys' fees incurred by it in connection therewith.

V. **Captions.** The captions as to contents of particular articles herein are inserted only for convenience and are in no way to be construed as parts of this Lease or as limitations or qualifications or enlargements of the particular articles to which they refer.

W. **Counterparts.** The Lease may be executed separately and independently in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

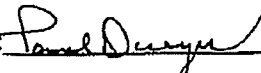
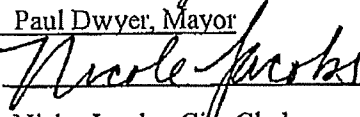
X. **Definition.** The word "Tenant" wherever used in this Lease shall be considered to mean tenants in all cases where there is more than one tenant and the necessary grammatical changes required to make provisions hereof applicable to corporations, partnerships or individuals shall in all cases be assumed as though in each case fully expressed.

LANDLORD:

The City of Tomah

Dated: 2/27/2026

Dated: 3/12/2026

By: 
Paul Dwyer, Mayor
By: 
Nicky Jacobs, City Clerk

TENANT:

THE TORO COMPANY,
a Delaware corporation

Dated: 3/17/2026

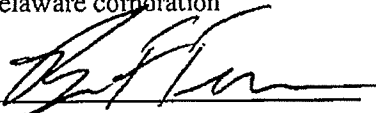
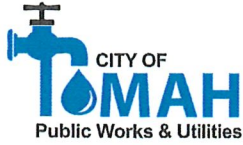
By: 
Name: Brian Tuson
Title: Warehouse Manager

EXHIBIT A
LEGAL DESCRIPTION OF
LEASED PREMISES

A portion of the premises located at 515 Monowau Street, City of Tomah, Monroc County, Wisconsin, being a part of lands described (See map —Exhibit B attached). The Leased Premises shall consist of that portion outlined in Red on Exhibit B, located in the gravel portion of the premises, subject to ingress and egress rights of Landlord over and through the portion outlined in red on Exhibit B.



STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Discussion & Potential Action: Lease Agreement Template

Summary and background information: (Appropriate documents attached)

This item has been tabled from last month's meeting. City Attorney Precour has drafted a standardized lease agreement template designed for commercial entities requesting to lease city-owned property. Implementing this uniform template will significantly expedite the approval process, providing an efficient turnaround timeframe. This process provides a clear, legally vetted pathway to monetize underutilized municipal land parcels quickly and efficiently.

100' x 200' = 20,000 sq ft

50' x 100' = 5,000 sq ft

Fiscal Note:

Recommendation:

A handwritten signature in black ink that reads "Brandy Leis".

Director of Public Works & Utilities
Brandy Leis

A handwritten date in black ink that reads "9/15/26".

Date

LEASE AGREEMENT

THIS AGREEMENT (this "Lease"), effective @, by and between the **CITY OF TOMAH**, with its address at 819 Superior Avenue, Tomah, Wisconsin 54660, (hereinafter referred to as "Lessor"), and @, a @, with its address at @ (hereinafter referred to as "Lessee").

WITNESSETH:

1. **Premises.** Lessor does hereby demise unto Lessee, and Lessee does hereby lease from Lessor, the real property (land only), situated at @, City of Tomah, County of Monroe, State of Wisconsin, more particularly described on the attached Exhibit A ("Leased Premises"). Leased Premises is located on the @ portion of the premises, as outlined in red on the map attached as Exhibit B. The parties shall share mutual access for ingress and egress over and through the outlined area.

2. **Term.** This Lease shall be for a month-to-month term, commencing @, and each month thereafter until terminated. Absent default, the Lease shall terminate upon written notice of thirty (30) days from either Party to the other Party.

3. **Rent.** Lessee shall pay to Lessor rent at the monthly rate of @ and 00/100 (\$@.00), in advance, on the first day of each month during the Term, commencing @. Lessor may increase the monthly rate upon sixty (60) days advance notice to Lessee.

4. **Maintenance and Repairs.** Lessee shall be responsible for snow and ice removal and shall maintain the parking lot and entrance to the parking lot in as good repair and condition as existed on the commencement date of this Lease, reasonable wear and tear excepted. In addition, Lessee shall be responsible for keeping the Leased Premises reasonably clean and free of debris and rubbish.

5. **Access to Leased Premises.** Lessor shall have the right, upon twenty-four (24) hours' notice, to enter upon the Leased Premises at all reasonable hours for the purposes of inspecting the same or for the purposes of exhibiting the same to prospective Lessees, purchasers, or others, during or after notice from Lessee terminating the Lease.

6. **New Construction and Alterations.** Lessee may not make improvements to the Leased Premises absent written consent from Lessor.

7. **Uses.** The Leased Premises may be used as a parking lot. The entrance to the parking area shall not be obstructed by either party.

8. **Compliance With Ordinances, Etc.** Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State and municipal governments and of any and all their departments and bureaus applicable to Lessee's use of the Premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the use of the Premises but only, however, to the extent that such results from the particular use of the Lessee.

9. **Insurance.** The Lessee shall provide, at its own expense, insurance for any personal property owned by Lessee located on the premises.

10. **Liability Insurance.** Lessee shall procure and maintain in force at its expense, during the term of this Lease and any extension thereof, public liability insurance approved by Lessor. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of Five Hundred Thousand (\$500,000.00) Dollars for each person injured, One Million (\$1,000,000.00) Dollars for any one accident, and Twenty-five Thousand (\$25,000.00) Dollars for property damage. The insurance policies shall provide coverage for contingent liability of Lessor on any claims or losses. A copy of the policy shall be delivered to Lessor. Lessee shall obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any policy. If the insurance policies are not kept in force during the entire term of this Lease or any extension thereof, Lessor may procure the necessary insurance and pay the premium therefore, and the premium shall be repaid to Lessor as an additional rent installment for the month following the date on which the premiums were paid by Lessor.

11. **Nonliability of Lessor for Damages.** Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the premises by Lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased premises during the term of this Lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature and from any business interruption losses sustained by Lessee from any cause whatsoever.

12. **Assignment and Subletting.** Lessee may not assign this Lease, or sublet the whole or any part or parts of the Leased Premises, except with the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed; but no assignment or subletting shall relieve Lessee from continuing liability from entire performance of this Lease and full payment of the rent herein provided for.

13. **Abandonment Of Premises.** If Lessee shall abandon or vacate the premises, Lessor may relet the premises for such rent and upon such terms as Lessor may see fit.

14. **Default.** In the event default is made by Lessee in payment of the rent herein reserved, or any part thereof, or in any of the covenants herein contained, and such default shall not be remedied within thirty (30) days after written notice by Lessor to Lessee, then Lessor shall, without further notice, at their option, have the right to re-enter the premises, remove Lessee or any persons holding under the Lessee, and to terminate this Lease, provided, however, that the mention herein of any particular remedy or right shall not preclude or prejudice Lessor from any other remedy or right either in law or in equity.

15. **Payments to Lessor.** All payments due under this Lease Agreement shall be paid by Lessee to Lessor at 819 Superior Avenue, Tomah, Wisconsin 54660, or at such other address as the Lessor designates in writing.

16. **Surrender of Premises.** Upon the expiration or other termination of the term of this Lease, Lessee shall quit and surrender to Lessor the demised premises in good other and condition, ordinary wear excepted, and Lessee shall remove all its property. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease. Absent mutual agreement to the contrary, if any of such property shall remain on the Leased Premises after the end of the Term, such property shall be and become the property of Lessor without any claim therein of Lessee should Lessor so elect.

17. **Quiet Enjoyment.** If and while the Lessee shall and does perform all the covenants herein agreed to be performed by the Lessee, the Lessor shall and does hereby warrant and defend the Lessee in the enjoyment and peaceful possession of said premises during the term of this Lease.

18. **Memoranda of Lease.** At the request of either party, Lessor and Lessee will execute and deliver, in duplicate original counterparts, a recordable memorandum of this Lease Agreement identifying the Leased Premises and stating the term and providing such other information as may reasonably be required.

19. **Miscellaneous Provisions.**

A. **Notice.** Any notice required or authorized to be given hereunder may be made by registered or certified mail addressed to Lessor at 819 Superior Avenue, Tomah, Wisconsin 54660, or addressed to Lessee at @. Either of said parties may change the mailing address for such notice by advising the other party of such new address by registered or certified mail.

B. **Construction.** The language used in this Lease shall be deemed to be the language chosen by all parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any terms or condition hereof.

C. **Severability.** If any term, covenant, or condition of the Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, or in conflict with the law of the jurisdiction, the remainder of the Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term, covenant or condition of the Lease shall be valid and be enforced to the fullest extent permitted by law.

D. **Waiver.** The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights of remedies that Lessor may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

E. **Choice of Venue and Law.** Venue shall be in the County of Monroe and the laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease.

F. **Validity.** The invalidity or enforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

G. **Successors or Assigns.** All the terms, conditions, covenants and agreements of the Lease shall extend to and be binding upon Lessor, Lessee and their respective heirs, administrators, executors, successors, sublessees, concessionaires and assigns, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

H. **Authority of Parties.** If Lessor or Lessee is a corporation, partnership or other form of business entity, each individual executing the Lease on behalf of Lessor or Lessee respectively represents and warrants that: (a) Lessor or Lessee is a duly organized and validly existing entity; (b) Lessor or Lessee has full right and authority to enter into the Lease; (c) the person executing the Lease is duly authorized to execute and deliver the Lease on behalf of the Lessor or Lessee; and (d) the Lease is binding upon Lessor or Lessee in accordance with its terms. Upon request, Lessor and Lessee shall provide the other with evidence reasonably confirming the foregoing representations.

I. **Entire Agreement.** This is the entire agreement between the parties, and any alterations or additions hereto shall have effect only if reduced to writing, dated and signed by both parties or their duly authorized representatives.

LESSOR:

CITY OF TOMAH

Dated: _____

By: _____
@, Mayor

Dated: _____

By: _____
@, City Clerk

LESSEE:

@

Dated: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF
LEASED PREMISES

A portion of the premises located at @, City of Tomah, Monroe County, Wisconsin, being a part of lands described (See map —Exhibit B attached). The Leased Premises shall consist of that portion outlined in Red on Exhibit B, subject to ingress and egress rights of Lessor over and through the portion outlined in red on Exhibit B.

Contractor's Application for Payment

Owner: <u>City of Tomah</u> Engineer: <u>Town & Country Engineering, Inc.</u> Contractor: <u>Gerke Excavating, Inc.</u> Project: <u>2026 Street and Utility Improvements - Hollister Ave, Schaller St and West Elizabeth St</u>	Owner's Project No.: _____ Engineer's Project No.: <u>TO 150</u> Contractor's Project No.: _____																						
Application No.: <u>6</u> Application Date: <u>9/14/2026</u> Application Period: From <u>7/31/2026</u> to <u>9/11/2026</u>																							
<table style="width: 100%;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 30%; text-align: right;">\$ 3,056,123.86</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ 18,319.60</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 3,074,443.46</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$ 2,476,122.29</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td> a. <u>5.0%</u> X <u>\$ 2,476,122.29</u> Work Completed</td><td style="text-align: right;">\$ 123,806.11</td></tr><tr><td> b. <u>5.0%</u> X _____ Stored Materials</td><td style="text-align: right;">\$ -</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ 123,806.11</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ 2,352,316.18</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td style="text-align: right;">\$ 1,804,361.04</td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ 547,955.14</td></tr></table>		1. Original Contract Price	\$ 3,056,123.86	2. Net change by Change Orders	\$ 18,319.60	3. Current Contract Price (Line 1 + Line 2)	\$ 3,074,443.46	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 2,476,122.29	5. Retainage		a. <u>5.0%</u> X <u>\$ 2,476,122.29</u> Work Completed	\$ 123,806.11	b. <u>5.0%</u> X _____ Stored Materials	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 123,806.11	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,352,316.18	7. Less previous payments (Line 6 from prior application)	\$ 1,804,361.04	8. Amount due this application	\$ 547,955.14
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8. Amount due this application	\$ 547,955.14																						
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective																							
Contractor: <u>Gerke Excavating</u> Signature: <u>[Signature]</u> Date: <u>9/14/26</u>																							
<table style="width: 100%;"><tr><td style="width: 50%; vertical-align: top;">Recommended by Engineer By: <u>Nikolas Derave</u> Title: <u>Project Engineer</u> Date: <u>9-14-2026</u></td><td style="width: 50%; vertical-align: top;">Approved by Owner By: _____ Title: _____ Date: _____</td></tr><tr><td colspan="2">Approved by Funding Agency By: _____ Title: _____ Date: _____</td></tr></table>		Recommended by Engineer By: <u>Nikolas Derave</u> Title: <u>Project Engineer</u> Date: <u>9-14-2026</u>	Approved by Owner By: _____ Title: _____ Date: _____	Approved by Funding Agency By: _____ Title: _____ Date: _____																			
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Progress Estimate - Unit Price Work **Contractor's Application for Payment**

Owner: City of Tomah
 Engineer: Town & Country Engineering, Inc.
 Contractor: Gerke Excavating, Inc.
 Project: 2026 Street and Utility Improvements - Hollister Ave, Schaller St and West Elizabeth St

Owner's Project No.
 Engineer's Project No. TO 150
 Contractor's Project No.

Application No.: 6 From 7/31/2026 to 9/11/2026 Application Date: 9/14/2026

A	B	C	D	E	F			G	H	J	K
Bid Item No.	Description	Contract Information				This Period		Work Completed		Work Completed and Materials Stored to Date (H) (\$)	% of Value of Item (J / F) (%)
		Item Qty.	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Qty.	Value (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
Original Contract											
BASE BID - Hollister Avenue, Elizabeth Street and Schaeffer Street											
1	8" PVC Sanitary Sewer	2,380	lin. ft.	\$ 88.95	\$ 211,701.00	-	\$ -	2,456.00	\$ 218,461.20	\$ 218,461.20	103%
2	6" PVC Sanitary Sewer Laterals	885	lin. ft.	\$ 44.72	\$ 39,577.20	-	\$ -	1,051.00	\$ 47,000.72	\$ 47,000.72	119%
3	48" Standard Sanitary Manhole Masonry	48	vert. ft.	\$ 547.06	\$ 26,083.82	-	\$ -	52.23	\$ 28,572.94	\$ 28,572.94	110%
4	Sanitary Manhole Castings	13	each	\$ 1,886.12	\$ 24,519.56	-	\$ -	-	\$ -	\$ -	0%
5	Existing Casting Adjustment	8	each	\$ 821.42	\$ 6,571.36	-	\$ -	-	\$ -	\$ -	0%
6	8" x 6" Sanitary Sewer Wyes	25	each	\$ 352.69	\$ 8,817.25	-	\$ -	28.00	\$ 9,875.32	\$ 9,875.32	112%
7	6" x 4" PVC Reducers	14	each	\$ 327.28	\$ 4,581.92	-	\$ -	22.00	\$ 7,200.16	\$ 7,200.16	157%
8	Sanitary Service Lateral Reconnections	21	each	\$ 639.20	\$ 13,423.20	-	\$ -	26.00	\$ 16,619.20	\$ 16,619.20	124%
9	12" D.I. Water Main	1,740	lin. ft.	\$ 146.49	\$ 254,892.60	-	\$ -	1,740.00	\$ 254,892.60	\$ 254,892.60	100%
10	8" D.I. Water Main	1,980	lin. ft.	\$ 107.77	\$ 213,384.60	-	\$ -	1,980.00	\$ 213,384.60	\$ 213,384.60	100%
11	6" D.I. Hydrant Leads and Water Main	84	lin. ft.	\$ 140.70	\$ 11,818.80	-	\$ -	82.50	\$ 11,607.75	\$ 11,607.75	98%
12	4" Styrofoam Insulation	8	lin. ft.	\$ 148.62	\$ 1,188.96	-	\$ -	16.00	\$ 2,377.92	\$ 2,377.92	200%
13	12" Gate Valves and Boxes	7	each	\$ 5,209.64	\$ 36,467.48	-	\$ -	7.00	\$ 36,467.48	\$ 36,467.48	100%
14	8" Gate Valves and Boxes	5	each	\$ 3,005.34	\$ 15,026.70	-	\$ -	5.00	\$ 15,026.70	\$ 15,026.70	100%
15	6" Gate Valves and Boxes	7	each	\$ 2,169.01	\$ 15,183.07	-	\$ -	7.00	\$ 15,183.07	\$ 15,183.07	100%
16	Hydrants	7	each	\$ 6,476.49	\$ 45,335.43	-	\$ -	7.00	\$ 45,335.43	\$ 45,335.43	100%
17	1" Corporation Stops	38	each	\$ 354.64	\$ 13,476.32	-	\$ -	39.00	\$ 13,830.96	\$ 13,830.96	103%
18	1.5" Corporation Stops	1	each	\$ 1,477.78	\$ 1,477.78	-	\$ -	2.00	\$ 2,955.56	\$ 2,955.56	200%
19	1" Curb Stops	38	each	\$ 461.12	\$ 17,522.56	-	\$ -	39.00	\$ 17,983.68	\$ 17,983.68	103%
20	1.5" Curb Stops	1	each	\$ 1,474.31	\$ 1,474.31	-	\$ -	2.00	\$ 2,948.62	\$ 2,948.62	200%
21	1" Curb Stop Boxes	38	each	\$ 360.91	\$ 13,714.58	-	\$ -	39.00	\$ 14,075.49	\$ 14,075.49	103%
22	1.5" Curb Stop Boxes	1	each	\$ 1,262.70	\$ 1,262.70	-	\$ -	2.00	\$ 2,525.40	\$ 2,525.40	200%
23	1" Copper Water Service Laterals	1,300	lin. ft.	\$ 44.14	\$ 57,382.00	-	\$ -	1,245.00	\$ 54,954.30	\$ 54,954.30	96%
24	1.5" Copper Water Service Laterals	25	lin. ft.	\$ 69.96	\$ 1,749.00	-	\$ -	56.00	\$ 3,917.76	\$ 3,917.76	224%
25	Water Service Lateral Reconnections	35	each	\$ 313.69	\$ 10,979.15	-	\$ -	34.00	\$ 10,665.46	\$ 10,665.46	97%
26	Existing Main Reconnections	7	each	\$ 5,155.26	\$ 36,086.82	-	\$ -	7.00	\$ 36,086.82	\$ 36,086.82	100%
27	12" HP Storm Sewer	640	lin. ft.	\$ 42.89	\$ 27,449.60	-	\$ -	670.00	\$ 28,736.30	\$ 28,736.30	105%

Bid Item No.	Description	Contract Information				This Period		Work Completed		Work Completed and Materials Stored to Date (H) (\$)	% of Value of Item (J / F) (%)
		Item Qty.	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Qty.	Value (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
28	15" HP Storm Sewer	210	lin. ft.	\$ 49.23	\$ 10,338.30	-	\$ -	204.00	\$ 10,042.92	\$ 10,042.92	97%
29	18" HP Storm Sewer	1,070	lin. ft.	\$ 57.41	\$ 61,428.70	-	\$ -	1,037.00	\$ 59,534.17	\$ 59,534.17	97%
30	12" HP Apron Endwall Without Grate	3	each	\$ 501.81	\$ 1,505.43	2.00	\$ 1,003.62	2.00	\$ 1,003.62	\$ 1,003.62	67%
31	18" HP Apron Endwall With Grate	1	each	\$ 1,569.64	\$ 1,569.64	1.00	\$ 1,569.64	1.00	\$ 1,569.64	\$ 1,569.64	100%
32	4" Sump Drain	430	lineal ft.	\$ 27.12	\$ 11,661.60	-	\$ -	436.00	\$ 11,824.32	\$ 11,824.32	101%
33	4" PVC Tees or Elbows for Sump Pump Drains	6	each	\$ 208.56	\$ 1,251.36	-	\$ -	7.00	\$ 1,459.92	\$ 1,459.92	117%
34	Rectangular Curb Catch Basin with Casting	33	each	\$ 3,840.05	\$ 126,721.65	6.00	\$ 23,040.30	33.00	\$ 126,721.65	\$ 126,721.65	100%
35	Excavation/Fill to Subgrade	1	lump sum	\$ 193,757.17	\$ 193,757.17	0.25	\$ 48,439.29	1.00	\$ 193,757.17	\$ 193,757.17	100%
36	Excavation and Disposal of Bad Subbase Below Subgrade	1,750	cu. yd.	\$ 13.19	\$ 23,082.50	-	\$ -	635.00	\$ 8,375.65	\$ 8,375.65	36%
37	3" Breaker Run Base Course & Breaker Run Replacement of Excavation of Bad Subbase Below Subgrade	15,450	tons	\$ 14.99	\$ 231,595.50	41.79	\$ 626.43	11,068.78	\$ 165,921.01	\$ 165,921.01	72%
38	3/4" Crushed Aggregate Base Course	11,500	tons	\$ 16.49	\$ 189,635.00	1,953.41	\$ 32,211.73	11,451.77	\$ 188,839.69	\$ 188,839.69	100%
39	Sawcutting Existing Concrete and Asphalt Pavements	1,650	lin. ft.	\$ 2.36	\$ 3,894.00	400.00	\$ 944.00	1,660.00	\$ 3,917.60	\$ 3,917.60	101%
40	Topsoil Restoration, Seeding, Fertilizing & Mulching	10,000	sq. yds.	\$ 5.85	\$ 58,500.00	8,500.00	\$ 49,725.00	8,500.00	\$ 49,725.00	\$ 49,725.00	85%
41	1.75" Hot Mix Asphalt Lower Course, Type 4 LT	1,700	tons	\$ 133.94	\$ 227,698.00	-	\$ -	-	\$ -	\$ -	0%
42	Clean & Tack	15,400	sq. yds.	\$ 1.01	\$ 15,554.00	-	\$ -	-	\$ -	\$ -	0%
43	1.5" Hot Mix Asphalt Surface Course, Type 5 LT	1,480	tons	\$ 115.90	\$ 171,532.00	-	\$ -	-	\$ -	\$ -	0%
44	3" Hot-Mix Asphalt Driveways	450	sq. yds.	\$ 30.50	\$ 13,725.00	35.34	\$ 1,077.87	35.34	\$ 1,077.87	\$ 1,077.87	8%
45	24" Concrete Curb & Gutter	7,125	lin. ft.	\$ 17.85	\$ 127,181.25	7,387.00	\$ 131,857.95	7,387.00	\$ 131,857.95	\$ 131,857.95	104%
46	4" Thick Concrete Sidewalk	34,000	sq. ft.	\$ 5.76	\$ 195,840.00	29,946.30	\$ 172,490.69	29,946.30	\$ 172,490.69	\$ 172,490.69	88%
47	6" Thick Concrete Sidewalk and Driveway Approaches	17,500	sq. ft.	\$ 5.88	\$ 102,900.00	17,387.30	\$ 102,237.32	17,387.30	\$ 102,237.32	\$ 102,237.32	99%
48	Remove and Replace Walkway with Rail	1	lump sum	\$ 4,986.42	\$ 4,986.42	-	\$ -	-	\$ -	\$ -	0%
49	Remove and Reinstall Brick Drive at #515 Schaller Street	1	lump sum	\$ 1,862.42	\$ 1,862.42	-	\$ -	-	\$ -	\$ -	0%
50	Remove, Relocate and Reinstall Mailboxes and Signs	1	lump sum	\$ 10,822.53	\$ 10,822.53	0.25	\$ 2,705.63	0.75	\$ 8,116.90	\$ 8,116.90	75%
51	Regrade Ditch Station 21+30	100	lin. ft.	\$ 17.45	\$ 1,745.00	100.00	\$ 1,745.00	100.00	\$ 1,745.00	\$ 1,745.00	100%
52	Erosion Control	1	lump sum	\$ 9,377.23	\$ 9,377.23	-	\$ -	1.00	\$ 9,377.23	\$ 9,377.23	100%
53	Traffic Control	1	lump sum	\$ 10,080.00	\$ 10,080.00	-	\$ -	1.00	\$ 10,080.00	\$ 10,080.00	100%
54	Valley Gutter	1	each	\$ 2,625.00	\$ 2,625.00	1.00	\$ 2,625.00	1.00	\$ 2,625.00	\$ 2,625.00	100%
ALTERNATE BID NO. 1 - Recycled Aggregate											

Bid Item No.	Description	Contract Information				This Period		Work Completed		Work Completed and Materials Stored to Date (H) (\$)	% of Value of Item (J / F) (%)
		Item Qty.	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Qty.	Value (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
A1-1	Add/Deduct for 3" Recycled Concrete Breaker Run Base Course (pay in addition to Base Bid Item 38)	16,550	tons	\$ -	\$ -	41.79	\$ -	11,440.24	\$ -	\$ -	
A1-2	Add/Deduct for 3/4" Recycled Concrete Base Course (pay in addition to Base Bid Item 39)	12,100	tons	\$ (0.52)	\$ (6,292.00)	412.68	\$ (214.59)	9,988.66	\$ (5,194.10)	\$ (5,194.10)	83%
ALTERNATE BID NO. 2 - Glendale Avenue											
A2-1	8" D.I. Water Main	55	lin. ft.	\$ 106.69	\$ 5,867.95	-	\$ -	59.00	\$ 6,294.71	\$ 6,294.71	107%
A2-2	12" D.I. Water Main	110	lin. ft.	\$ 178.12	\$ 19,593.20	-	\$ -	122.00	\$ 21,730.64	\$ 21,730.64	111%
A2-3	8" Gate Valves and Boxes	1	each	\$ 3,901.09	\$ 3,901.09	-	\$ -	1.00	\$ 3,901.09	\$ 3,901.09	100%
A2-4	12" Gate Valves and Boxes	2	each	\$ 5,403.86	\$ 10,807.72	-	\$ -	2.00	\$ 10,807.72	\$ 10,807.72	100%
A2-5	Existing Main Reconnections	4	each	\$ 1,875.66	\$ 7,502.64	-	\$ -	4.00	\$ 7,502.64	\$ 7,502.64	100%
A2-6	Excavation/Fill to Subgrade	1	lump sum	\$ 10,750.06	\$ 10,750.06	-	\$ -	0.50	\$ 5,375.03	\$ 5,375.03	50%
A2-7	Excavation and Disposal of Bad Subbase Below Subgrade	150	cu. yd.	\$ 14.29	\$ 2,143.50	-	\$ -	-	\$ -	\$ -	0%
A2-8	3" Breaker Run Base Course & Breaker Run Replacement of Excavation of Bad Subbase Below Subgrade	1,100	tons	\$ 14.99	\$ 16,489.00	-	\$ -	371.46	\$ 5,568.19	\$ 5,568.19	34%
A2-9	3/4" Crushed Aggregate Base Course	600	tons	\$ 16.65	\$ 9,990.00	-	\$ -	504.25	\$ 8,395.76	\$ 8,395.76	84%
A2-10	Topsoil Restoration, Seeding, Fertilizing & Mulching	500	sq. yds.	\$ 9.42	\$ 4,710.00	500.00	\$ 4,710.00	500.00	\$ 4,710.00	\$ 4,710.00	100%
A2-11	24" Concrete Curb & Gutter	180	lin. ft.	\$ 17.85	\$ 3,213.00	-	\$ -	180.00	\$ 3,213.00	\$ 3,213.00	100%
A2-12	4" Thick Concrete Sidewalk	500	sq. ft.	\$ 10.50	\$ 5,250.00	-	\$ -	461.50	\$ 4,845.75	\$ 4,845.75	92%
A2-13	6" Thick Concrete Sidewalk and Driveway Approaches	1,400	sq. ft.	\$ 5.88	\$ 8,232.00	-	\$ -	1,115.40	\$ 6,558.55	\$ 6,558.55	80%
A2-14	Erosion Control	1	lump sum	\$ 477.95	\$ 477.95	-	\$ -	1.00	\$ 477.95	\$ 477.95	100%
A2-15	Traffic Control	1	lump sum	\$ 630.00	\$ 630.00	-	\$ -	1.00	\$ 630.00	\$ 630.00	100%
SUPPLEMENTAL BID ITEMS					\$ -		\$ -	-	\$ -	\$ -	
S1	Existing Property Corner Replacement	12	each	\$ 166.69	\$ 2,000.28	-	\$ -	-	\$ -	\$ -	0%
S2	Removal and Replacement of Unsuitable Trench Backfill	2,000	cu. yds. in the trench	\$ 14.42	\$ 28,840.00	-	\$ -	-	\$ -	\$ -	0%
Original Contract Totals					\$ 3,056,123.86		\$ 576,794.88		\$ 2,457,802.69	\$ 2,457,802.69	80%
Change Orders											
CO1	Additional Stump Removal	1	lump sum	\$ 18,319.60	\$ 18,319.60	-	\$ -	1.00	\$ 18,319.60	\$ 18,319.60	100%
Change Order Totals					\$ 18,319.60				\$ 18,319.60	\$ 18,319.60	100%
Original Contract and Change Orders											
Project Totals					\$ 3,074,443.46				\$ 2,476,122.29	\$ 2,476,122.29	81%