



AGENDA FOR PUBLIC WORKS COMMISSION

A Public Works Commission meeting will be held on **Wednesday, August 26, 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

[July Minutes](#)

Discussion Items

1. Airport Update
2. [Approval: Shared Maintenance of W Veterans](#)
3. [Approval: Street Privilege Permit](#)
4. [Discussion & Potential Action: Stop Sign at Woodard and Brownell Intersection](#)
5. [Discussion & Potential Action: Slow Down/Autistic Child Sign](#)
6. [Discussion: Storm Water Service Charge](#)
7. [Approval: Part-Time Personnel](#)
8. [Approval: Sump Pump Reimbursement](#)
9. [Discussion & Potential Action: Stop Sign at Vandervort St.](#)
10. [Discussion & Potential Action: Lease Agreement Template](#)
11. [Discussion & Potential Action: Hollister Phase 2](#)
12. [Discussion & Potential Action: Railroad Crossing - Sidewalk](#)
13. [Discussion & Potential Action: Widen Sewer Easement on Gopher Ave](#)
14. [Pay Request #5 - Hollister Project](#)
15. [Pay Requests - Lime Silo](#)
16. Project Updates
17. Payment of Monthly Water & Sewer Bills
18. Departmental Reports
19. Director's Report
20. Next Meeting - September 23 2026

Public Works Commission – August 26, 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.

MINUTES FOR PUBLIC WORKS COMMISSION

A Public Works Commission was held on **Wednesday, July 15, 2026 at 5:30 PM** in the Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.

Meeting was called to order at 5:30 PM by Paul Dwyer at 5:30 PM

Call to Order - Roll Call

Quorum Present (YES)

John Glynn (P), Dean Peterson (P), Travis Scholze (A), Brian Rice (P), Kerwin Greeno (A), Mayor Paul Dwyer (P), Mitch Koel (P)

Also Present, Director Brandy Leis, Joe Kube, Jeff Marten, and Nik Dorava from Town & Country.

Approve Minutes

Motion by Glynn, seconded by Rice to approve June minutes as presented. All ayes. Motion carried.

Discussion Items

1. Airport Update
John Glynn gave an update on the airport. The airport is busy and looking great.
2. Approval: Steve Austin – Airport Update
Motion by Koel and seconded by Peterson to approve bring back the airport update by Steve Austin. All ayes. Motion carried.
3. Discussion & Potential Action: Street Privilege Reimbursement
Motion by Koel and seconded by Rice to not reimburse the street privilege fee if the event has been cancelled due to weather. All ayes. Motion carried.
4. Discussion & Potential Action: STH 16 Pavement Project
Motion by Peterson and seconded by Glenn to move forward with this project. All ayes. Motion carried.
5. Approval: Simplified Rate Increase for 2027
Motion by Koel and seconded by Peterson to approve the simplified rate increase for 2027. All ayes. Motion carried.
6. Discussion & Potential Action: Galvanized Requiring Replacement (GRR)
Motion by Peterson and seconded by Koel for the city to pay for the galvanized replacement. All ayes. Motion carried.
7. Discussion & Potential Action: Pay Request Hollister #4
Motion by Peterson and seconded by Rice to approve the Hollister Pay request #4. All ayes. Motion carried.

Hollister project is moving along nicely and quickly. Have a few more water tie ins to do yet and quite a few storm sewers to finish.
8. Project Updates
Glendale – curb ramps are in and some touch ups need to be done. Pool Path Project is still moving forward. Superior Water Main loop is scheduled to begin in August. Townline Lift Station is scheduled for the winter of 2026. Meet with Monroe County and the VA on the Hwy ET project. Provided an update on the meeting with the railroad on the crossing on Noth St.

9. Payment of Monthly Water & Sewer Bills

Sewer- Motion by Peterson and seconded by Glynn to approve the sewer bills as presented. All ayes. Motion carried.

Water – Motion by Peterson and seconded by Glynn to approve the water bills as presented. All ayes. Motion carried.

10. Departmental Reports

Sewer – Monthly average flow of 1.2MGD. Continuing with the annual flushing and sewer jetting maintenance. Lime Silos are being sand blasted and painted and looking great. The company that is doing this work has worked through the heat and plans to be finished by the end of this week. A blower went out on one of the aeration tanks which we were able to fix in house, but we had to order a new one. That bill will be coming next month. Continued maintenance and mowing is being conducted around the plant.

Water – daily average pumpage for July is 923,000 gallons per day. Due to the heat, the VA is using more water. Water Dept. conducted lead and copper samples. Results came back and look great, lead is well under the range and there was one copper sample that tested over. Employees are out weed trimming around the hydrants. Roof has been replaced on Wells #11 & #12. No main breaks or leaks.

Public Works – Finishing up on the street painting. Seal coating started this week and is on schedule. Garbage truck is needing repairs and currently in the shop. Mattress pick up is going really well, a list will go to Code Enforcement who follows up with the resident. Public Works has not had to pick up mattresses recently and the city is staying clean by not having them lay out on the streets.

11. Director's Report –

Public Works Department applied for the Andres Grant and received \$2,000 that will go towards the purchase of new flags for downtown. Director Leis gave an update on utilities expenditures for the first half of the year. Expenses are running where they should at 50% with a couple of exceptions such as fuel.

12. Next Meeting will be held on August 26, 2026 @ 5:30PM

Adjourn

Motion by Peterson and seconded by Koel to adjourn the meeting at 6:39 PM. All ayes. Motion carried.

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approval: Shared Maintenance on W Veterans

Summary and background information: (Appropriate documents attached)

A resident residing on W Veterans has offered to voluntarily maintain and mow the city-owned waterway/retention pond adjacent to their property during the summer months (June-August). See attached map. In exchange, the resident requests that the city cover the cost of 5 gallons of gasoline per month. Fulfilling this request would generate a net positive financial and operations impact for the City. Accepting this offer allows Public Works personnel to be redeployed to high-priority infrastructure projects, optimizing department efficiency. In addition, this partnership fosters neighborhood pride and enhances local property maintenance through volunteer cooperation.

Fiscal Note:

N/A

Recommendation:

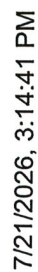
I recommend the approval of the shared maintenance on W Veterans.

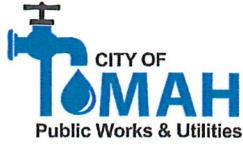


Public Works & Utilities Director
Brandy Leis



Date





STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approval: Street Privilege Permit

Summary and background information: (Appropriate documents attached)

Tomah Area School District has applied for a Street Privilege Permit for the Homecoming Parade on 10/9/2026. See attached application and letter from the TASD

Fiscal Note:

Revenue generated from this permit is \$75

Recommendation:

I recommend the approval of the Street Privilege Permit.



Public Works & Utilities Director
Brandy Leis



Date

CITY OF TOMAH DEPARTMENT OF PUBLIC WORKS

Office (608) 374-7431

Fax # (608) 374-7444

Street Privilege Permit Application *Tomah High School*

Applicant Name:

Address:

City/State/Zip:

Phone:

Jamie Schmitz/Isabella St John

901 Lincoln Ave

Tomah WI 54660

(608) 374-7961

Location of encroachment:

See attached letter for parade route
(Address of adjacent tax parcel)

Tax parcel identification number: _____

Area to be occupied:

Street

Blvd

Sidewalk

Alley

(Circle all that apply)

Brief description of encroachment: Dumpster ☐ Other(describe below) ☐

See attached letter for parade route

(Attach a scale drawing that relates to above description if needed)

Proposed Start Date:

10/09/2020

Permit Expiration Date:

10/09/2020

by 5:00 PM

The applicant understands and agrees that this is only an application for permit. A Street Privilege Permit will only be issued after approval from the Department of Public Works.

Applicant signature

Jamie Schmitz

Date

08/12/2020

Permit Issued By _____

Date: _____

For office use only



Tomah High School

High Quality Learning. Every Child. Every Day.

901 Lincoln Ave. Tomah, WI 54660

608-374-7961

Dr. Chai Lee
Principal
(608) 374-7351

Mr. Ryan Olson
Associate Principal
(608) 374-7963

Mrs. Jamie Schmitz
Associate Principal
(608) 374-7339

Mr. Brad Plueger
Activities Director
(608) 374-7976

August 12, 2026

RE: Homecoming Parade Route

Dear City of Tomah:

The Tomah High School Student Council would like to ask permission to hold the annual Homecoming Parade on Friday, October 9th at 4:00 p.m. on Superior Avenue. This is the same as in years past and we hope for your approval. We would like to follow the below route:

1. Line up at Middle School and leave via Clark Street to Nott Street
2. Nott Street to Superior Avenue
3. On Superior Avenue we will head south in the north bound lane to W Council Street
4. Disperse on to West Council Street to THS School Parking Lot

However, if putting the parade on Superior Avenue is not possible this year, the high school would like to enclose our alternate route which we have used in the past.

1. Line up at Middle School and leave via Clark Street to Nott Street
2. Nott Street to McLean Avenue
3. McLean Avenue to W Council Street
4. Disperse on to West Council Street to THS School Parking Lot

At the close of the parade, the public will be invited to the Tomah/La Crosse Central game that will be held at the high school. Should you have any questions or concerns please contact the high school. The phone number is 374-7961. Thank you for your attention to this matter.

Sincerely,

Jamie Schmitz
Tomah High School Associate Principal
jamieschmitz@tomah.education

Isabella St. John
Tomah High School Student Council Adviser
isabellastjohn@tomah.education



STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Discussion & Potential Action: Stop Sign at Woodard and Brownell Intersection

Summary and background information:

(Appropriate documents attached)

A resident has asked that a stop sign replace the current yield sign at the Woodard and Brownell intersection.

Fiscal Note:

Recommendation:

Recommendation based on discussion.

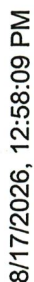
A handwritten signature in blue ink that reads "Brandy Leis".

Director of Public Works & Utilities
Brandy Leis

A handwritten date in blue ink that reads "8/18/26".

Date

Item 4.



STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Discussion and Potential Action: Slow Down/Autistic Child Sign

Summary and background information: (Appropriate documents attached)

A resident has formally reported persistent speeding concerns on Monowau Street, citing immediate public safety hazards. To mitigate these risks, the resident requests the installation of an additional speed limit sign or a "Slow: Children at Play" warning sign.

Furthermore, the resident is requesting the installation of an "Autistic Child" specialty warning sign near the intersection of Farmer Street and Monowau Street to protect a vulnerable neighborhood resident.

Fiscal Note:

Recommendation:

Recommendation based on discussion.



Director of Public Works & Utilities
Brandy Leis



Date

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Discussion: Storm Water Service Charge

Summary and background information: (Appropriate documents attached)

At present, the city budget does not include a dedicated fund allocation for stormwater infrastructure repairs. To address this financial gap, discussions are underway to implement a targeted stormwater service fee. This recurring revenue stream would establish fiscal stability, ensuring the City has the necessary capital to proactively maintain infrastructure and promptly execute essential repairs.

Fiscal Note:

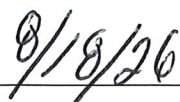
N/A

Recommendation:

Discussion Only



Director of Public Works & Utilities
Brandy Leis



Date



STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approval: Part-Time Personnel: Operational Support

Summary and background information: (Appropriate documents attached)

The part-time employee will absorb time-consuming daily responsibilities including; general customer inquiries, answering phone calls, waiting on customers at the window, inputting data and updating logs. This will also allow for cross training between employees and alleviate a closed window during lunch hours, vacation/sick days etc.

Fiscal Note:

15-20 hrs. per week paid by Utility Enterprise

Recommendation:

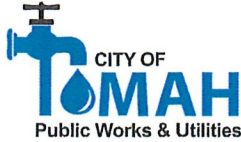
I recommend the approval of a part-time employee.

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 "8/18/26". The date is written in a cursive, flowing style.

Date



STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approval: Sump Pump Reimbursement

Summary and background information: (Appropriate documents attached)

A local resident is formally requesting a \$500 reimbursement under the City of Tomah's Cost-Share Program. The property owner has successfully connected to the municipal header line. This infrastructure improvement has effectively alleviated localized standing water and will mitigate hazardous icing conditions on adjacent sidewalks and roadways during freezing temperatures. Approval is recommended based on the project's direct contribution to public safety and stormwater management.

Fiscal Note:

N/A

Recommendation:

I recommend the approval of the reimbursement of \$500.0



Public Works & Utilities Director
Brandy Leis



Date



819 Superior Ave, Tomah, WI 54660
608-374-7430 | www.tomahonline.com

Attn: City Resident

The City of Tomah has a sump pump header line installed adjacent to your property. We would like to offer you a cost share program. By connecting to the header line you will help alleviate standing water on your property which can be a prime breeding ground for mosquitos. Discharging the water properly into the storm sewer will prevent hazardous conditions on the sidewalks and the roadways when temperatures drop below freezing.

In order to be approved for this program, you will need to supply receipts and the form below. Receipts can be for such things as materials, rentals, plumber/contractor costs, etc. The work needs to be completed along with the required information returned to the Public Works Department.

If you have any questions, please contact, Brandy Leis, Director of Public Works at 608-374-7430

REQUEST FOR REIMBURSEMENT FORM

Residential Sump Pump Installation Program

Name: Bob Fasbender

Address: 418 Schaller st

Phone: (Home) 608-372-7271 (Cell) 608-343-7288

Email: Robert.Fasbender@gmail.com

Total cost of eligible expenses: \$1,960.72

Total reimbursement requested (50% of eligible expenses, not to exceed \$500.00): 500

Signature: Bob Fasbender Date: 8/17/26

Office Use Only: Director of Public Works Approval: YES ☐ NO ☐ Initial: _____

Check No. _____ Check Issue Date: _____

John Shuck Plumbing & Repair LLC

Invoice

PO Box 611
120 W. Warren Str.
Tomah, WI 54660
shuckplumbing@gmail.com

Date	Invoice #
8/10/2026	4206

Bill To
Bob Fasbender 418 Schaller Tomah, Wi. 54660

P.O. Number	Terms

Quantity	Item Code	Description	Price Each	Amount
		Install of clean water pipe from sump pump house outlet & downspouts to existing storm drain		
1	03 Excavation	Excavation	580.00	580.00
1	Service	Labor	840.00	840.00
1	Parts/Materials	parts & materials	540.72	540.72
8/14/26 pd CR # 4638				

Thank you for your business! 1.5% fee late fee. 4% fee will apply to credit card transactions.

Total \$1,960.72

Phone #

(608) 372-3028

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Discussion and Potential Action: Stop Sign at Vandervort St.

Summary and background information: (Appropriate documents attached)

We have noted that there is currently no stop control mechanism located near 918 Vandervort. Given the anticipated increase in traffic volume for this area, we highly recommend installing a stop sign at this location to ensure safety and proper traffic management.

Fiscal Note:

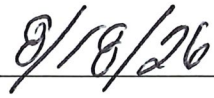
N/A

Recommendation:

Recommendation based on discussion



Public Works & Utilities Director
Brandy Leis

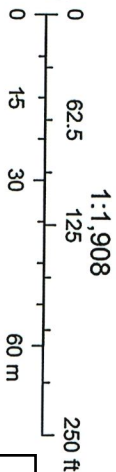


Date

19



Esri, HERE, iPC



Item 9.



STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Discussion and Potential Action: Lease Agreement Template

Summary and background information: (Appropriate documents attached)

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. While the contract structure is standardized, the specific monthly rental rates will remain flexible, to be reviewed and determined on a case-by-case basis by Commission. This process provides a clear, legally vetted pathway to monetize underutilized municipal land parcels quickly and efficiently.

Fiscal Note:

N/A

Recommendation:

Recommendation based on discussion



Public Works & Utilities Director
Brandy Leis



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.



STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Discussion and Potential Action: Hollister Phase 2

Summary and background information:
(Appropriate documents attached)

Presentation to be presented by Town & Country

Fiscal Note:

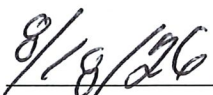
N/A

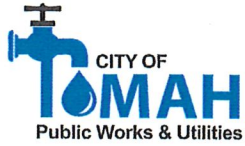
Recommendation:

Recommendation based on discussion


Public Works & Utilities Director

Brandy Leis


Date



STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Discussion and Potential Action: Railroad Crossing - Sidewalk

Summary and background information:
(Appropriate documents attached)

Presentation to be presented by Town & Country

Fiscal Note:

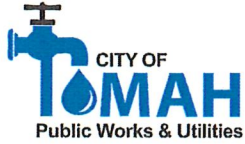
N/A

Recommendation:

Recommendation based on discussion

Public Works & Utilities Director
Brandy Leis

Date



STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Discussion and Potential Action: Widen Sewer Easement on Gopher Ave

Summary and background information: (Appropriate documents attached)

Presentation to be presented by Town & Country

Fiscal Note:

N/A

Recommendation:

Recommendation based on discussion

8/18/26
Public Works & Utilities Director
Brandy Leis

8/18/26
Date

Contractor's Application for Payment

Owner: City of Tomah **Owner's Project No.:** _____
Engineer: Town & Country Engineering, Inc. **Engineer's Project No.:** TO 150
Contractor: Gerke Excavating, Inc. **Contractor's Project No.:** _____
Project: 2026 Street and Utility Improvements - Hollister Ave, Schaller St and West Elizabeth St

Application No.: 5 **Application Date:** 8/12/2026
Application Period: **From** 7/3/2026 **to** 7/31/2026

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)	\$ 1,899,327.41
5. Retainage	
a. 5.0% X \$1,899,327.41 Work Completed	\$ 94,966.37
b. 5.0% X _____ Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 94,966.37
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,804,361.04
7. Less previous payments (Line 6 from prior application)	\$ 1,351,707.30
8. Amount due this application	\$ 452,653.74

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: Gerke Excavating Inc
Signature: [Signature] **Date:** 8/18/2026

Recommended by Engineer	Approved by Owner
By: <u>Nikolas Dornier</u>	By: _____
Title: <u>Project Engineer</u>	Title: _____
Date: <u>8-14-2026</u>	Date: _____

Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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.: 5
From 7/3/2026 to 7/31/2026
Application Date: 8/12/2026

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	329.00	\$ 29,264.55	2,456.00	\$ 218,461.20	\$ 218,461.20	103%
2	6" PVC Sanitary Sewer Laterals	885	lin. ft.	\$ 44.72	\$ 39,577.20	217.00	\$ 9,704.24	1,051.00	\$ 47,000.72	\$ 47,000.72	119%
3	48" Standard Sanitary Manhole Masonry	48	vert. ft.	\$ 547.06	\$ 26,083.82	4.23	\$ 2,314.06	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	2.00	\$ 705.38	28.00	\$ 9,875.32	\$ 9,875.32	112%
7	6" x 4" PVC Reducers	14	each	\$ 327.28	\$ 4,581.92	2.00	\$ 654.56	22.00	\$ 7,200.16	\$ 7,200.16	157%
8	Sanitary Service Lateral Reconnections	21	each	\$ 639.20	\$ 13,423.20	4.00	\$ 2,556.80	26.00	\$ 16,619.20	\$ 16,619.20	124%
9	12" D.I. Water Main	1,740	lin. ft.	\$ 146.49	\$ 254,892.60	216.00	\$ 31,641.84	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	720.00	\$ 77,594.40	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	20.50	\$ 2,884.35	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	1.00	\$ 5,209.64	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	2.00	\$ 4,338.02	7.00	\$ 15,183.07	\$ 15,183.07	100%
16	Hydrants	7	each	\$ 6,476.49	\$ 45,335.43	2.00	\$ 12,952.98	7.00	\$ 45,335.43	\$ 45,335.43	100%
17	1" Corporation Stops	38	each	\$ 354.64	\$ 13,476.32	10.00	\$ 3,546.40	39.00	\$ 13,830.96	\$ 13,830.96	103%
18	1.5" Corporation Stops	1	each	\$ 1,477.78	\$ 1,477.78	1.00	\$ 1,477.78	2.00	\$ 2,955.56	\$ 2,955.56	200%
19	1" Curb Stops	38	each	\$ 461.12	\$ 17,522.56	10.00	\$ 4,611.20	39.00	\$ 17,983.68	\$ 17,983.68	103%
20	1.5" Curb Stops	1	each	\$ 1,474.31	\$ 1,474.31	1.00	\$ 1,474.31	2.00	\$ 2,948.62	\$ 2,948.62	200%
21	1" Curb Stop Boxes	38	each	\$ 360.91	\$ 13,714.58	10.00	\$ 3,609.10	39.00	\$ 14,075.49	\$ 14,075.49	103%
22	1.5" Curb Stop Boxes	1	each	\$ 1,262.70	\$ 1,262.70	1.00	\$ 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	340.00	\$ 15,007.60	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	35.00	\$ 2,448.60	56.00	\$ 3,917.76	\$ 3,917.76	224%
25	Water Service Lateral Reconnections	35	each	\$ 313.69	\$ 10,979.15	5.00	\$ 1,568.45	34.00	\$ 10,665.46	\$ 10,665.46	97%
26	Existing Main Reconnections	7	each	\$ 5,155.26	\$ 36,086.82	3.00	\$ 15,465.78	7.00	\$ 36,086.82	\$ 36,086.82	100%
27	12" HP Storm Sewer	640	lin. ft.	\$ 42.89	\$ 27,449.60	336.00	\$ 14,411.04	670.00	\$ 28,736.30	\$ 28,736.30	105%
28	15" HP Storm Sewer	210	lin. ft.	\$ 49.23	\$ 10,338.30	28.00	\$ 1,378.44	204.00	\$ 10,042.92	\$ 10,042.92	97%
29	18" HP Storm Sewer	1,070	lin. ft.	\$ 57.41	\$ 61,428.70	(33.00)	\$ (1,894.53)	1,037.00	\$ 59,534.17	\$ 59,534.17	97%
30	12" HP Apron Endwall Without Grate	3	each	\$ 501.81	\$ 1,505.43	-	\$ -	-	\$ -	\$ -	0%
31	18" HP Apron Endwall With Grate	1	each	\$ 1,569.64	\$ 1,569.64	-	\$ -	-	\$ -	\$ -	0%
32	4" Sump Drain	430	lineal ft.	\$ 27.12	\$ 11,661.60	426.00	\$ 11,553.12	436.00	\$ 11,824.32	\$ 11,824.32	101%

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) (\$)		
33	4" PVC Tees or Elbows for Sump Pump Drains	6	each	\$ 208.56	\$ 1,251.36	7.00	\$ 1,459.92	7.00	\$ 1,459.92	\$ 1,459.92	117%
34	Rectangular Curb Catch Basin with Casting	33	each	\$ 3,840.05	\$ 126,721.65	-	\$ -	27.00	\$ 103,681.35	\$ 103,681.35	82%
35	Excavation/Fill to Subgrade	1	lump sum	\$ 193,757.17	\$ 193,757.17	0.25	\$ 48,439.29	0.75	\$ 145,317.88	\$ 145,317.88	75%
36	Excavation and Disposal of Bad Subbase Below Subgrade	1,750	cu. yd.	\$ 13.19	\$ 23,082.50	110.00	\$ 1,450.90	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	5,539.02	\$ 83,029.91	11,026.99	\$ 165,294.58	\$ 165,294.58	71%
38	3/4" Crushed Aggregate Base Course	11,500	tons	\$ 16.49	\$ 189,635.00	4,663.75	\$ 76,905.24	9,498.36	\$ 156,627.96	\$ 156,627.96	83%
39	Sawcutting Existing Concrete and Asphalt Pavements	1,650	lin. ft.	\$ 2.36	\$ 3,894.00	-	\$ -	1,260.00	\$ 2,973.60	\$ 2,973.60	76%
40	Topsoil Restoration, Seeding, Fertilizing & Mulching	10,000	sq. yds.	\$ 5.85	\$ 58,500.00	-	\$ -	-	\$ -	\$ -	0%
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	-	\$ -	-	\$ -	\$ -	0%
45	24" Concrete Curb & Gutter	7,125	lin. ft.	\$ 17.85	\$ 127,181.25	-	\$ -	-	\$ -	\$ -	0%
46	4" Thick Concrete Sidewalk	34,000	sq. ft.	\$ 5.76	\$ 195,840.00	-	\$ -	-	\$ -	\$ -	0%
47	6" Thick Concrete Sidewalk and Driveway Approaches	17,500	sq. ft.	\$ 5.88	\$ 102,900.00	-	\$ -	-	\$ -	\$ -	0%
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	-	\$ -	0.50	\$ 5,411.27	\$ 5,411.27	50%
51	Regrade Ditch Station 21+30	100	lin. ft.	\$ 17.45	\$ 1,745.00	-	\$ -	-	\$ -	\$ -	0%
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	-	\$ -	-	\$ -	\$ -	0%
ALTERNATE BID NO. 1 - Recycled Aggregate					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
A1-1	Add/Deduct for 3" Recycled Concrete Breaker Run Base Course (pay in addition to Base Bid Item 38)	16,550	tons	\$ -	\$ -	5,910.48	\$ -	11,398.45	\$ -	\$ -	
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)	3,755.29	\$ (1,952.75)	9,575.98	\$ (4,979.51)	\$ (4,979.51)	79%
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%

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) (\$)		
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	-	\$ -	-	\$ -	\$ -	0%
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	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	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		\$ 476,477.62		\$ 1,881,007.81	\$ 1,881,007.81	62%
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				\$ 1,899,327.41	\$ 1,899,327.41	62%

July 20, 2026

Mr. Brandy Leis
Director of Public Works
City of Tomah
819 Superior Avenue
Tomah, WI 54660

Subject: City of Tomah - WWTF Lime Storage Silos Coating – Pay Request #1

Dear Brandy:

The Lime Storage Silos and Conveyor Coating project was awarded to Porta-Painting, Inc. to blast and repaint the original 25-year-old equipment. The awarded contract dated April 22, 2026, was for a total of \$41,000.00, and included the two (2) eight-foot diameter silos and the outdoor conveyors. Town and Country Engineering, Inc. has reviewed invoice #24681 for a total of **\$41,000.00** and recommends payment of this amount by the City.

This project is complete, and the contractor has cleaned up the site. The completed repainting is under warranty for one year per the agreement, and the lime silos should be visually inspected next year to verify that no rust or pitting has appeared.

If you have any questions or concerns regarding this recommendation, please feel free to contact me at 262.925.3210, or at gdroessler@tcengineers.net.

Sincerely,
TOWN & COUNTRY ENGINEERING, INC.



Gregory J. Droessler, P.E.
Vice-President

CC: Chad Richmond – Wastewater Supervisor (via email)
Brian Berquist – Town and Country Engineering (via email)

dba PORTA PAINTING
PORTA BLAST, INC
313 TRAVIS LANE
WAUKESHA, WI 53189
(262) 970-9713

Invoice: 24681

Sold to
CITY OF TOMAH
819 SUPERIOR AVE
TOMAH, WI 54660

Ship to
TOMAH WWTP SILOS 6/26 30
EXTERIOR BLAST & PAINT
PER QUOTE JS021626
TOMAH, WI 54660

<u>Account</u> TOMAH	<u>P.O. Num</u>	<u>Job Number</u> TOMAHWWSIL	<u>Ship Date</u>	<u>Terms</u> Net 30	<u>Invoice Date</u> 7/20/26	<u>Page</u> 1
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<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
	0	PREP, PRIME AND PAINT SILOS PER QUOTE	0.00	0.00
	1	LIME STORAGE SILO EAST	18,785.00	18,785.00
	1	LIME STORAGE SILO WEST	18,785.00	18,785.00
	1	HORIXONTAL AND INCLINE CONVEYORS	3,430.00	3,430.00

Subtotal 41,000.00

CELEBRATING 40 YEARS.
ISNETWORLD CERTIFIED.
WOMEN OWNED
WBENC CERTIFIED

Total \$41,000.00