



AGENDA FOR PUBLIC WORKS COMMISSION

A Public Works Commission meeting will be held on **Wednesday, February 19, 2025 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

[January 2025 Minutes](#)

Discussion Items

1. Airport Update
2. [Approval of Foam Application Equipment](#)
3. [Approval of Revised Pickup Truck for WWTP](#)
4. [Final Assessment Recommendation](#)
5. [2025 Sidewalk/Curb & Gutter Contract Extension](#)
6. [Utility Easement Approval](#)
7. Project Updates
8. Payment of Monthly Water & Sewer Bills
9. Departmental Reports
10. Director's Report
11. Set Next Meeting Date

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 Becki Weyer, City Clerk, at 819 Superior Avenue, Tomah, WI 54660.

MINUTES FOR PUBLIC WORKS COMMISSION

A Public Works Commission was held on **Wednesday, January 22, 2025 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 Mayor Paul Dwyer

Call to Order - Roll Call

Quorum Present (YES)

John Glynn (P), Dean Peterson (A), Patrick Devine (A), Brian Rice (P), Kerwin Greeno (P), Mayor Paul Dwyer (P), Richard Yarrington (P)

Also Present, Director Kirk Arity, Brandy Leis, Jeff Marten and Joe Kube

Approve Minutes

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

Discussion Items

1. Airport Update
Fuel price updated. New LED Beacon
2. Parking Restrictions for Baun St.
Motion by Yarrington, seconded by Glynn to approve no parking restrictions from 2am-6am. All ayes. Motion carried.
3. Mattress Collection Continuation/Discontinuance
Motion by Rice, seconded by Yarrington to stop accepting mattresses. All ayes. Motion carried.
4. Public Works Heater Unit Approval
Motion by Yarrington, seconded by Glynn to approve Public Works Heater. All ayes. Motion carried.
5. Purchase of Lawn Mower for Water Utility
Motion by Rice, seconded by Glynn to purchase Toro lawnmower from Ace Hardware. All ayes, Motion carried.
6. Purchase of Approval of Toolcat Attachment
Motion by Glynn and seconded by Rice to purchase Toolcat attachment form Bobcat St. Joseph in Norwalk. All ayes. Motion carried.
7. Purchase of Pickup Truck for Water Utility
Motion by Rice and seconded by Glynn to purchase pickup truck from Morries. All ayes, motion carried.
8. Purchase Approval of Pickup Truck (WWTF)
Motion by Rice, seconded by Glynn to purchase pickup truck from Morries. All ayes, motion carried.
9. Purchase Approval of Loader Forks
Motion by Gynn, seconded by Yarrington to purchase loader forks without delivery. All Ayes. Motion carried.
10. Project Updates
Continue to work on Glendale Ave. for 2026 construction. Anticipate bid for Forbay next month.

11. Payment of Monthly Water & Sewer Bills

Motion by Glynn, and seconded by Greeno to approve sewer bills as presented. All ayes.
Motion carried.

Motion by Glynn, and seconded by Yarrington to approve water bills as presented. All ayes.
Motion carried.

12. Departmental Reports

Sewer- DNR new permit. Working with contractors on aerators. Pumping 1 million gallons/day.

Water – Office furnace went down. Repaired leak on Warren St. where bolts rotted off.
Finishing up on inventory and working on PSC reporting.

Public Works – 3 accidents to report. Inside work consists of working on tin ceiling, upgraded fuse panel, and completing annual training videos. Continuing to clean up brush and trees as the weather has been mild.

13. Director's Report

Final assessments for W. Veterans, Juneau, and May St. anticipated for February. South Side area project coordination for 2026. Working on completing assigned training videos.

14. Set Next Meeting Date

February 19, 2025

Adjourn

Motion by Rice, and seconded by Greeno to adjourn at 6:34 PM. All ayes. Motion carried.

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approval of Foam Application Equipment

**Summary and background information:
(Appropriate documents attached)**

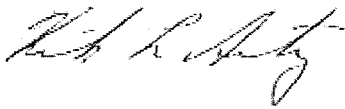
A summary will be provided by Brandy Leis & Joe Kube. Staff have visited both facilities.

Fiscal Note:

\$100,000 from General Fund

\$8,847.92 from Sewer Department

Recommendation:



Public Works Director
Kirk Arity

2/12/2025

Date



575 Commercial Ave
Green Lake, WI 54941

Quotation

Date	Estimate #
2/3/2025	13957

Name / Address
City of Tomah Kirk Airty 819 Superior Ave. Tomah, WI 54660

Ship To
City of Tomah Kirk Airty 819 Superior Ave. Tomah, WI 54660

P.O. No.	Terms	Date Required	Rep
	Prepaid	2/3/2025	BB

Description	Qty	Rate	Total
ESR320 Reactor 3, E-XP1, Standard, 10KW Heat, 50 ft ext heated hose, 10 ft whip	1	25,072.50	25,072.50T
96B111 Hose, R3, EHH, 50' 3/8", 3500 psi, Mesh Scuff	3	2,902.50	8,707.50T
25P588 Gun, Fusion ProConnect, Rnd 01	1	2,790.00	2,790.00T
26D004 Core E-1 R3 Pump, CS	2	2,197.50	4,395.00T
H42525 Hose, CPLD, 4500PSI, 1/4ID, 25FT	1	116.10	116.10T
H42510 Hose, CPLD, 4500PSI, 1/4ID, 10FT	1	70.65	70.65T
H42506 Hose, 4500 PSI, 1/4 ID, 6 FT	1	43.65	43.65T
DE 50KW Generator, 3ph, w/tank	1	29,920.00	29,920.00T
7.5 hp Compressor, 3 Phase, 30 Hor 28.1 @175psi, 208/230/460V. W/49J59 & BE2N-100 W/Mag, includes Aftercooler, 48"x43"x24"	1	4,192.00	4,192.00T
40 SCFM, 115v-1ph-60hz Air Dryer, RAD-0040A-1	1	1,900.00	1,900.00T
Trailer 18 x 6' V-Nose, 48" Side door, white, 7,000# dual axles and barn door.	1	14,975.00	14,975.00T

<p>Please note this order will not be processed until we receive your signed quotation. Thank You!</p> <p>PRICE SHOWN REFLECTS PRICE ON DATE OF QUOTATION AND IS SUBJECT TO CHANGE WITHOUT NOTICE</p> <p>If any dispute arises between the parties that cannot otherwise be amicably resolved, all such disputes shall be heard before the Green Lake County, State of WI Circuit Court, the parties waiving any objection to jurisdiction or venue in such court.</p> <p>***SALES ON CHEMICAL PRODUCT ARE FINAL***</p>	Subtotal
	Sales Tax (5.5%)
	Total

Signature

Phone #	Fax #
920-294-6800	920-294-6830



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P.O. No.	Terms	Date Required	Rep
	Prepaid	2/3/2025	BB

Description	Qty	Rate	Total
Installation in trailer for the following: Equipment	1	3,500.00	3,500.00T
Upgraded trailer interior: Divider wall Insulated Polyurea flooring Painted.			
Electrical System to include Air plumbing 2 lights 2 outlets Wall Heater	1	3,950.00	3,950.00T
E-Track Hose door Hose rack	1	1,145.00	1,145.00T
24 x 24 Louver	1		0.00T
24 x 48 Louver	1		0.00T
Door (Hose), Trailer, White & Frame	1		0.00T

Please note this order will not be processed until we receive your signed quotation. Thank You!	Subtotal
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P.O. No.	Terms	Date Required	Rep
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Description	Qty	Rate	Total
Work bench	1	1,540.00	1,540.00T
Vise			
Coil air hose			
Bung wrench			
Tall & Wall Cabinet			
Safety Package			
First aid kit			
Eye wash kit			
2 fire extinguishers.			
Personal protection package:			
1 box gloves & hanger,			
6 spray suits			
Half mask with filter - no cost			
Material Line 3/4", Side A, per ft	12	14.50	174.00T
Material Line 3/4", Side B, per ft	23	13.50	310.50T
Material Line Fitting	4	16.00	64.00T
Breathing Board, 50 SCFM Panel w/ 2 outlets	1	1,010.00	1,010.00T
Breathing Line, per ft.	400	2.95	1,180.00T
Breathing Line Fitting	4	3.00	12.00T
Spray Hood w/ V30 Hose	2	182.28	364.56T

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P.O. No.	Terms	Date Required	Rep
	Prepaid	2/3/2025	BB

Description	Qty	Rate	Total
Mylar Lens Cover, 25/PK	1	25.00	25.00T
MEK, per gallon	10	20.00	200.00T
DOP, per gallon	10	30.00	300.00T
OR411, per gallon	1	60.00	60.00T
Spray Foam Silicone (Insulation Release Agent) Net wt. 10.25 oz Aerosol can	2	29.00	58.00T
206996 TSL Per Gallon	1	130.80	130.80T
Concrete Port Remover	1	265.00	265.00T
Ports, QC1 C Mizer injector 5/8", bag of 100	1	124.25	124.25T
200720 PX-7 Slab Jack Starter Kit	1	212.80	212.80T
Includes: (1) 200709 Clamp, PX-7, (1) 200719 Metal Packer w/Sleeve, (1) 200721 Plastic Packer w/Sleeve - Qty 6, (10) OR-00037A O-Ring, -11. Viton			
OR-00037A O-Ring-011 Viton	1	3.26	3.26T
200468 - Block Assembly Kit for PX-7	1	865.856	865.86T
200216 Solvent Flush Kit, Quart, AP, Coupling Block for PMC	1	540.976	540.98T
200626 Spare Parts Kit A3, PX-7	1	629.512	629.51T

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	Sales Tax (5.5%)
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Signature

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P.O. No.	Terms	Date Required	Rep
	Prepaid	2/3/2025	BB

Description	Qty	Rate	Total
NCFI Foam, Part A, per lb (1) 500lb drum	500		0.00T
NCFI 11-037 2# HFO Spray Foam, Part B, per lb (1) 480lb drum	480		0.00T
Training no charge	1		0.00T
Travel Expense and Shipping to be determined 50% down - 50% on delivery or pick up		0.00	0.00T

Please note this order will not be processed until we receive your signed quotation. Thank You!

Subtotal \$108,847.92

PRICE SHOWN REFLECTS PRICE ON DATE OF QUOTATION AND IS SUBJECT TO CHANGE WITHOUT NOTICE

Sales Tax (5.5%) \$5,986.64

Total \$114,834.56

If any dispute arises between the parties that cannot otherwise be amicably resolved, all such disputes shall be heard before the Green Lake County, State of WI Circuit Court, the parties waiving any objection to jurisdiction or venue in such court.
SALES ON CHEMICAL PRODUCT ARE FINAL

Signature _____

Phone #	Fax #
920-294-6800	920-294-6830

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approval of revised pickup truck for WWTP

**Summary and background information:
(Appropriate documents attached)**

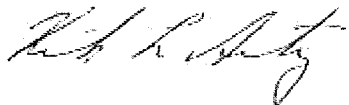
The original vehicle approved in January is not able to be fitted with a utility box. The box supplier cannot outfit a truck with the utility box specified with a 360-degree camera.

Fiscal Note:

\$69,029.30 with license and title transfer fee

Recommendation:

I recommend approval in the amount of \$69,029.30 in place of the previous WWTP truck in January's Commission meeting.



Director of Public Works
Kirk Arity

2/12/2025

Date



Preview Order 0204 - F2B 4x4 Reg Cab SRW: Order Summary Time of Preview: 02/04/2025 10:00:40 Receipt: NA

Dealership Name: Morries Tomah Ford

Sales Code: F58457

Dealer Rep.	MARABETH LEUM	Type	Fleet	Vehicle Line	Superduty	Order Code	0204
Customer Name	City of Tomah	Priority Code	C1	Model Year	2025	Price Level	520

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 STYLESIDE PICKUP/142	\$51295	JOB #1 ORDER	\$0
142 INCH WHEELBASE	\$0	- CARPET DELETE	\$-50
TOTAL BASE VEHICLE	\$51295	- PLATFORM RUNNING BOARDS	\$320
RACE RED	\$0	10000# GVWR PACKAGE	\$0
40/20/40 CLOTH SEAT	\$0	50 STATE EMISSIONS	\$0
MEDIUM DARK SLATE	\$0	SPARE TIRE AND WHEEL	\$0
PREFERRED EQUIPMENT PKG.603A	\$0	JACK	\$0
.XLT TRIM	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.AM/FM STEREO MP3/CLK	\$0	FUEL CHARGE	\$0
7.3L DEVCT NA PFI V8 ENGINE	\$1000	PRICED DORA	\$0
10-SPEED AUTO TORQSHIFT-G	\$0	ADVERTISING ASSESSMENT	\$0
LT275/70R18E BSW ALL TERRAIN	\$265	DESTINATION & DELIVERY	\$1995
3.73 ELECTRONIC-LOCKING AXLE	\$430		

TOTAL BASE AND OPTIONS *Trailer Brake controller is std* MSRP \$55255
 DISCOUNTS *Power windows, locks + mirror std* NA
 TOTAL *Cruise + tilt std* \$55255
Air conditioning std \$49881⁸⁰
Tow hooks std Utility Box \$18978
Tow pkg std

Customer Name: *City of Tomah Wastewater* Customer Email:
 Customer Address: Customer Phone:
 * _____ Date: *2-4-25*
 Customer Signature _____
\$68,859⁸⁰ + any applicable fees
 This order has not been submitted to the order bank.
 This is not an invoice.

MOTOR VEHICLE PURCHASE CONTRACT

CUST#: 208502

Deal Number: 203269

Dealership Name: MORRIES TOMAH C F, LLC

Date: 01/27/2025

Address: 1200 N SUPERIOR AVE TOMAH, WI 54660

Purchaser's Name(s): CITY OF TOMAH WATER DEPT

Telephone: 609-374-7452

Address: 819 SUPERIOR AVE TOMAH WI 54660

County: MONROE

E-mail Address: MARKREZIN@CENTURYTEL.NET DOB: _____ D.L./State I.D.#: N/A Issuing State: N/A Exp. Date: N/A

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless otherwise indicated. Please refer to the Federal Mileage Statement for full disclosure. You understand that you are making an offer to purchase the Vehicle that will become binding if accepted by us. We will accept or reject your offer within 2 working hours or your offer is automatically void. You may rescind the offer unless and until it has been accepted by the Dealership. Until our acceptance or rejection of your offer, we are prohibited from selling the Vehicle to any other party.

CONTINGENT AGREEMENT: If this box is marked, you have made an offer to purchase a Vehicle for which we have already executed a purchase contract and this Agreement is contingent on such prior purchase contract not being completed. You may rescind this Agreement at any time before we notify you that the prior purchase contract was not completed and the contingency has been removed from this Agreement. If you timely rescind this Agreement or the prior purchase contract is completed, any Deposit/Down Payment and/or Trade-In Vehicle you have delivered to us will be returned to you within one business day.

X _____ X N/A

CHASSIS MODEL YEAR N/A	FINISHED VEHICLE MODEL YEAR 2025	MAKE FORD	MODEL/TYPE F-250	COLOR RED	STOCK NO.
M.V.I. OR VIN	ENGINE SIZE N/A	TRANSMISSION <input type="checkbox"/> AUTOMATIC <input type="checkbox"/> MANUAL N/A		SPEED	
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		THIS VEHICLE WAS PREVIOUSLY USED FOR THE FOLLOWING PURPOSE(S): <input type="checkbox"/> PERSONAL <input type="checkbox"/> BUSINESS <input type="checkbox"/> LEASE <input type="checkbox"/> RENTAL <input type="checkbox"/> HISTORY/USE UNKNOWN			SALESPERSON NAME & LICENSE NUMBER MARABETH LEUM L5005416
<input type="checkbox"/> EXECUTIVE <input type="checkbox"/> DEMONSTRATOR		OTHER: N/A			
ANTICIPATED DELIVERY DATE 01/27/2025			<input checked="" type="checkbox"/> NEW VEHICLE BASE MSRP		49881.80
REGARDLESS OF THE REASON, IF THE VEHICLE ORDERED BY THE PURCHASER IS NOT AVAILABLE FOR DELIVERY WITHIN 15 CALENDAR DAYS AFTER ANTICIPATED DELIVERY DATE, THE PURCHASER MAY CANCEL THIS ORDER AND SHALL WITHIN ONE BUSINESS DAY RECEIVE A FULL REFUND OF ANY DOWN PAYMENT AND RETURN OF TRADE-IN VEHICLE, OR TITLE FOR TRADE-IN VEHICLE, OR BOTH. IF THE TRADE-IN IS NOT AVAILABLE, THE PURCHASER SHALL RECEIVE THE TRADE-IN ALLOWANCE. UNLESS DELIVERY DATE IS OTHERWISE QUALIFIED ON THE PURCHASE CONTRACT BY THE PURCHASER, IF THE ORDERED VEHICLE BECOMES AVAILABLE FOR DELIVERY PRIOR TO THE STATED ANTICIPATED DELIVERY DATE, THE DEALER LICENSEE MAY REQUIRE ACCEPTANCE NOT LESS THAN 21 CALENDAR DAYS AFTER HAVING NOTIFIED THE PURCHASER OF AVAILABILITY OF DELIVERY AND MAY SUBSEQUENTLY VOID THE CONTRACT IF THE PURCHASER REFUSES TO TAKE DELIVERY, IN WHICH CASE NO PENALTY SHALL BE ASSESSED BY THE DEALER LICENSEE FOR NON-ACCEPTANCE OF DELIVERY PRIOR TO THE STATED ANTICIPATED DELIVERY DATE.			<input type="checkbox"/> USED VEHICLE BUYERS GUIDE PRICE		N/A
DEALER MARKUP					N/A
TOTAL DEALER INSTALLED OPTIONS OR ACCESSORIES					18978.00
N/A					N/A
SERVICE FEE*					N/A
DISCOUNT					N/A
CASH PRICE OF VEHICLE					68859.80
QTY.	DEALER INSTALLED OPTIONS OR ACCESSORIES	WARRANTY	EA.	TOTAL	LICENSE FEE 6.00
	N/A			N/A	TITLE TRANSFER FEE 164.50
	N/A			N/A	169.50
	N/A			N/A	N/A
	N/A			N/A	N/A
	N/A			N/A	N/A
TOTAL DEALER INSTALLED OPTIONS OR ACCESSORIES \$			N/A		N/A
*SERVICE FEE: A service fee is not required by law, but may be charged to motor vehicle purchasers or lessees for services related to compliance with state and federal laws, verifications and public safety, and must be reasonable.					
WARRANTY INFORMATION					
Check applicable boxes. Refer to separate document for coverages and exclusions.					
DEALER WARRANTY					
<input checked="" type="checkbox"/> AS IS - No Warranty: Dealer disclaims all warranties including implied warranties of merchantability and fitness for a particular purpose.					
<input type="checkbox"/> Limited Warranty: Refer to separate warranty document for coverages and exclusions.					
Term: N/A (months) N/A (miles), whichever comes first.					
Percent of retail repair costs to be paid by You: N/A %					
Deductible to be paid by You: \$ N/A					
MANUFACTURER WARRANTY					
<input checked="" type="checkbox"/> New Vehicle Warranty <input type="checkbox"/> Expired <input type="checkbox"/> Not Known <input type="checkbox"/> Cancelled due to salvage or other vehicle history.					
<input type="checkbox"/> Remaining vehicle mfr warranty - Call the mfr or refer to warranty booklet for details.					
Term: N/A (months) N/A (miles), whichever comes first.					
Percent of retail repair costs to be paid by You: N/A %					
Deductible to be paid by You: \$ N/A					
Expiration: N/A (date) N/A (miles), whichever comes first.					
Transfer fee to be paid by You: \$ N/A Pay to: <input type="checkbox"/> Mfr <input type="checkbox"/> Dealer					
SERVICE CONTRACT INFORMATION					
<input type="checkbox"/> Service Contract					
Term: N/A (months) N/A (miles), whichever comes first.					
Percent of retail repair costs to be paid by You: N/A %					
Deductible to be paid by You: \$					
TRADE-IN VEHICLE INFORMATION					
Year:	Make:	Model:	Color:		
N/A	N/A	N/A	N/A		
VIN:	Odometer Reading:				
N/A	N/A				
Trade-In Allowance:	Lien Payoff & Lienholder:		Good Until:		
N/A	N/A		N/A		
<input type="checkbox"/> The Trade-In Lien Payoff is an estimated amount. Please see Paragraph 3.					
THE APPRAISAL IS BASED ON AN ODOMETER READING OF UP TO _____ MILES/KILOMETERS AND THE TRADE-IN VEHICLE MAY BE REAPPRAISED IF THE ODOMETER READING EXCEEDS THIS LIMIT.					
<input checked="" type="checkbox"/> If this box is marked, this is a Cash Transaction. You are obligated to pay the Balance Due at Delivery in cash. If this Agreement is subject to financing, please select A or B: <input type="checkbox"/> A. Financing Being Arranged Through Our Dealership: You are obligated to purchase the Vehicle if our Dealership is able to arrange financing pursuant to the terms set forth in the attached disclosure or <input type="checkbox"/> terms acceptable to you prior to you accepting delivery of the Vehicle. <input type="checkbox"/> B. Financing Being Obtained By You Through Creditor of Your Choice: You must obtain acceptable financing and provide the Dealership with written notice by _____ or this Agreement is void. Please see Paragraph 11.					

This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Motor Vehicle Purchase Contract and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Representative of the Dealership.

**You understand and agree that if you fail to take delivery of the Vehicle we may, at our option, retain 5% of the cash price of the Vehicle from the deposit you paid as a penalty, or we may bring an action for actual damages caused by your failure to accept delivery of the Vehicle in accordance with the terms of this Agreement.

Purchaser	01/27/2025	11:30 am	a.m.	Accepted by Authorized Dealership Representative	01/27/2025	11:30 am	a.m.
	Date	Time	p.m.		Date	Time	p.m.
Purchaser	N/A						
	Date	Time					

DealerCAP 63560*1*TOCF-FI

CATALOG #8969547

Page 1 of 3
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8. **Rémedies Upon Rightful Cancellation/Rescission:** To the extent permitted by Wisconsin law, you agree that we are not liable for any damages resulting from our failure to deliver the Vehicle on the date specified in this Agreement if the failure is caused by the manufacturer, an accident, fire, act of nature or any other cause beyond our control. If this Agreement is cancelled (1) pursuant to Paragraphs 3, 11, or 14; or (2) because you are dissatisfied with our reappraisal of your Trade-In Vehicle, your Deposit/Down Payment will be returned to you. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle shall be returned to you if we have not already sold it. If we have sold the Trade-In Vehicle prior to your cancellation, you will be paid the agreed upon Trade-In Allowance. You agree to pay the Trade-In Vehicle Lien Payoff if we have paid the Lienholder.
9. **Your Default and Dealership Remedies:** In the event of any failure by you to perform your obligations under this Agreement or any breach by you of a representation or warranty made by you to us, we shall be permitted to retain an amount equal to any actual damages we incur due to your default. If you have delivered a Trade-In Vehicle to us as part of this transaction, we will return the Trade-In Vehicle to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Lien Payoff on the Trade-In Vehicle if we have paid the Lien Payoff to the Lienholder and any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. Any remedies in this Paragraph 9 shall be in addition to, and not in lieu of, any other remedies available at law or equity except in the event that you fail to take delivery of the Vehicle as provided herein. If you fail to take delivery of the Vehicle, we may, at our option, retain 5% of the cash price of the Vehicle as a penalty or we may bring action for actual damages caused by your breach. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe us is less, then we will pay the difference to you.
10. **Other Products and Lending Sources:** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods or services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Unpaid Balance Due under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the lender.
11. **Eligibility for Financing:** If this Agreement is contingent upon us arranging financing on terms disclosed to you in advance of the execution of this Agreement and we are unable to arrange such financing, this Agreement shall be rescinded upon notice to you within 14 days of the date of this Agreement that financing is unavailable. If you are not notified that financing is unavailable within 14 days, or if we deliver the Vehicle to you at the disclosed finance terms, we must finance the Vehicle according to the disclosed finance terms.
- If this Agreement is contingent upon us arranging financing on terms acceptable to you, we may at any time prior to delivery of the Vehicle provide you with the proposed financing terms. If you accept delivery of the Vehicle or accept the proposed financing, this Agreement is enforceable as written. If you do not respond to or reject the proposed financing terms within 7 days, this Agreement is rescinded.
- If this Agreement is contingent upon you arranging financing, you must provide evidence to us that financing has been arranged by the agreed upon date or delivery, or the Agreement is rescinded. If this Agreement is contingent upon you arranging financing and you are unable to obtain acceptable financing, you also have the right to cancel or rescind this Agreement.
- Upon cancellation or rescission pursuant to this Paragraph 11, we will, within one business day, refund any Deposit/Down Payment and return the Trade-In Vehicle, or the title for the Trade-In Vehicle, or both. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance.
12. **GOVERNING LAW:** THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN.
13. **LIMIT ON DAMAGES:** TO THE EXTENT PERMITTED BY WISCONSIN LAW, PURCHASER EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
14. **Rebates:** If, for any reason, you do not qualify for a rebate that is referenced in this Agreement, you may rescind this Agreement if we do not discount the price of the Vehicle by the amount of such rebate. If you do not qualify for a rebate and we will not provide a discount in the amount of the rebate, we will notify you in writing that you do not qualify for the rebate and this Agreement will be rescinded, unless, within 7 days, you sign a new Motor Vehicle Purchase Contract for the Vehicle at the higher price. If you sign a new Agreement after being notified that you do not qualify for a rebate, you waive your objections related to the rebate.
15. **Entire Agreement and Signing Other Documents:** This Agreement and any documents that are part of this transaction or incorporated herein comprise the entire Agreement affecting this transaction. No other Agreement or understanding of any nature has been made or will be recognized and no Trade-In or other credits have been promised by us except as appear in this Agreement. Dealer is not a party to any manufacturer or third party warranties or representations. You agree to sign any and all documents necessary to complete the terms of this transaction.

NOTICE: Contact the selling motor vehicle dealer to discuss any questions or problems about your Vehicle or this Contract. If you are unable to resolve any disputes with the Dealer, you may contact: Division of Motor Vehicles, Dealer Section, Wisconsin Department of Transportation, P.O. Box 7909, Madison, Wisconsin 53707. The Dealer Section licenses motor vehicle dealers and administers the administrative regulations governing consumer protection in vehicle sale transactions, Ch. Trans 139, Wis. Admin. Code.

Purchaser _____

Authorized Dealership Representative _____

DealerCAP

63560*1*TOCF-F
CATALOG #8963547

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STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Final Assessment Recommendation

**Summary and background information:
(Appropriate documents attached)**

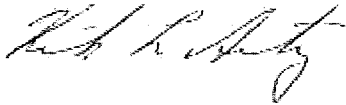
The Final assessments for the various projects are attached.

Fiscal Note:

As provided with the attachment

Recommendation:

I recommend the Public Works & Utilities Commission to recommend a final approval to the Committee of the Whole for approval by the City Council.



Public Works Director
Kirk Arity

2/12/2025

Date

FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITTED PROPERTY IN TOMAH, WISCONSIN.

WHEREAS, the governing body of Tomah, Wisconsin, held a public hearing at the City Hall at ___ p.m. on the day of _____, 2025, for the purpose of hearing all interested persons concerning the preliminary resolution and report of the proposed public improvements consisting of curb and sidewalk construction and preliminary assessments against benefitted property, and heard all persons who desired to speak at the hearing;

NOW, THEREFORE, BE IT RESOLVED, the governing body of the City of Tomah, Wisconsin, determines as follows:

1. The report of the Final Assessments on May Street, from West Jackson Street to Pearl Street, a copy of which is attached hereto and incorporated herein as if fully set forth herein, including the plans and specifications and assessments set forth therein, is adopted and approved.

2. The City shall advertise for bids and supervise construction of the improvements in accordance with the report hereby adopted (as modified).

3. Payment for the improvements shall be made by assessing the property benefitted as indicated in the report.

4. Assessments shown on the report represent an exercise of the police power and have been determined on a reasonable basis and are hereby confirmed.

5. Assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.

6. Assessments shall be due within 45 days of billing date. Assessments may be paid in cash or in _____ annual installments to the municipal clerk. Installments shall be placed on the next tax roll after the due date for collection and shall bear interest at the rate of _____% per annum on the unpaid balance (from due date) (from January 1 of the year following the levy). Installments or assessments not paid when due shall bear additional interest on the amount due at the rate of _____% per annum.

7. The municipal clerk shall publish this resolution as a Class 1 notice under Ch. 985, Stats., in the assessment district and mail a copy of this resolution and a statement of the final assessment against the benefitted property together with notice of installment payment privileges to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

Dated _____ Signed _____

Mayor – Paul Dwyer

Published _____ Attest _____

Municipal Clerk – Becki Weyer

FINAL ASSESSMENT REPORT

2024 STREET AND UTILITY IMPROVEMENTS May Street

(Plans and Specifications under separate cover are available at the
Office of the City Clerk and are a part of this report)

City of Tomah, Wisconsin

December 2024

TOWN & COUNTRY ENGINEERING, INC.

Madison ♦ Rhinelander ♦ Kenosha
6264 Nesbitt Road • Madison, WI 53719 • (608) 273-3350 • tce@tcengineers.net

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SUMMARY OF THE PROJECT

BASIS FOR ASSESSMENTS

SUMMARY OF THE PROJECT

The work covered by this assessment report was along both sides of May Street from West Jackson Street to Pearl Street.

The work included sanitary sewer and water main improvements, 4-inch and 6-inch concrete sidewalk, and concrete curb & gutter construction on all streets listed. Sidewalk, curb & gutter and new sewer/water laterals were assessed to the property owners at no more than 100% of the actual unit cost for construction of those items. The work items necessary to blend new sidewalk and curb & gutter to the existing yards and driveways were not assessed to the property owners.

Assessments for property currently outside the City limits will be deferred until (or if) the property annexes in the future.

The plans, specifications and bidding documents which were covered in this work are under separate cover and are available at City Hall.

The benefited properties are shown on the following pages.

BASIS FOR ASSESSMENTS

CURB & GUTTER

Curb & gutter is a direct benefit to adjacent properties because it provides for efficient drainage of runoff onto street right-of-way, without ditches which are troublesome to mow, particularly during wet periods. It avoids “rutting” of wheel paths from vehicles which may park on the street frontages during wet soil conditions and the ponding areas which result from such wheel ruts. It provides a clean, visually pleasing line of demarcation between the traveled portion of the street and adjacent vegetated areas. Assessments are made on a lineal front foot basis for curb & gutter, that is, the unit cost of the actual lineal footage of curb & gutter installed adjacent to a property is assessed to that property. A lineal front foot basis for curb & gutter assessments is a commonly recognized method for determining curb & gutter benefits to adjacent properties, such benefits being drainage, appearance and longevity of adjacent surfaces.

The City of Tomah assessment policy is that 100% of the cost of new curb & gutter will be charged to the property owners abutting the improvements on the basis of lineal front footage for new curb. No assessments are made for replacing curb. No special consideration is given to corner lots for curb & gutter assessments.

Storm sewer and drainage swales and appurtenances are not assessed. Curb radii at intersections are not assessed.

SIDEWALK

Assessments for sidewalk are made for 100% of the cost for new concrete sidewalk on the basis of lineal front footage. When new sidewalk is installed on a lot at the location of an existing asphalt or concrete driveway, the width of the driveway is credited. Sidewalk ramps at intersections are not assessed. While all properties are assessed for new sidewalk, assessments for sidewalk replacement are made for commercial properties only.

No special consideration is given to corner lots for sidewalk assessments.

SEWER AND WATER LATERALS

City practice is to assess for costs of constructing new sewer and water laterals to vacant lots on street and utility projects.

This is a one-time assessment – no assessments are made for replacing existing utility laterals. Assessments for sewer and water laterals are made for 100% of the cost for new laterals based on actual costs. No allowance is made for lots that are on the opposite side of the streets as the sewer or water main.

In some areas residents chose to replace additional sidewalk and driveways. These areas were only reconstructed at the homeowner's request and 100% of the associated costs were assessed to that particular property owner.

These improvements were completed in 2024. Quantities and costs for the final assessments are based on actual quantities constructed. The purpose of this final assessment report is to provide compliance with the procedural assessment process as required by Wisconsin State Statutes, Section 66.0703.

SECTION II

PROJECT COSTS AND FINAL ASSESSMENTS

**Final Assessments
2024 STREET AND UTILITY IMPROVEMENTS - May Street**

I, the undersigned, do hereby state that it is my judgment that the Properties listed below, will benefit from, and will not be damaged by, curb & gutter, sidewalk, and utility lateral construction in the City of Tomah, Wisconsin

Owner (gray shading shows parcels currently outside City limits, and subject to deferred assessment)	Tax Parcel	Parcel Frontage	Curb & Gutter Assessable Length (ft.)	Curb & Gutter Cost (\$9.45/L.F.)	Sidewalk Assessable Length (ft.)	Sidewalk Cost (\$15.50/L.F.)	Total
May Street - West Side MARC HAMMOND 702 W JACKSON ST Tomah, WI 54660	286-01701-0000	50	0	\$ -	50	\$775.00	\$775.00
SUSAN J WISE N.K.A. GREENO 305 MAY ST TOMAH, WI 54660	286-01703-0000	53	0	\$ -	53	\$821.50	\$821.50
WILLIAM BACON 309 MAY ST TOMAH, WI 54660	286-01704-0000	53	0	\$ -	53	\$821.50	\$821.50
ROGER HELDT 313 MAY ST TOMAH, WI 54660	286-01705-0000	53	0	\$ -	53	\$821.50	\$821.50
JOHN & DEETTA BURKHALTER 317 MAY ST TOMAH, WI 54660	286-01706-0000	97	53	\$ 500.85	44	\$682.00	\$1,182.85
MARK A. CHARBONNEAU 321 MAY ST TOMAH, WI 54660	286-01707-0000	106	53	\$ 500.85	53	\$821.50	\$1,322.35
GREGORY A. INGWELL 703 PEARL ST TOMAH, WI 54660	286-00126-0000	61	0	\$ -	61	\$945.50	\$945.50

Owner (gray shading shows parcels currently outside City limits, and subject to deferred assessment)	Tax Parcel	Parcel Frontage	Curb & Gutter Assessable Length (ft.)	Curb & Gutter Cost (\$9.45/L.F.)	Sidewalk Assessable Length (ft.)	Sidewalk Cost (\$15.50/L.F.)	Total
May Street - East Side SCOTT HELLER N6478 STENULSON RD BLACK RIVER FALLS, WI 54615 (for 312 May St)	286-01611-0000	55	55	\$ 519.75		\$0.00	\$519.75
RAYMOND & GLORIA KRATCHE 316 MAY ST TOMAH, WI 54660	286-01612-0000	70	70	\$ 661.50		\$0.00	\$661.50
ESPERANZA GODFREY 320 MAY ST TOMAH, WI 54660	286-01613-0000	50	50	\$ 472.50		\$0.00	\$472.50
GARY & JESSIE THOMSON 621 PEARL ST TOMAH, WI 54660	286-01614-0000	283	175	\$ 1,653.75	108	\$1,674.00	\$3,327.75
						Credit for grading easement: Final Assessment:	<u>-\$3,327.75</u> \$0.00
TOTALS		456.00	456.00	\$4,309.20		\$7,362.50	\$8,343.95

Brian R. Berquist

Brian R. Berquist, City Engineer

FINAL ASSESSMENT REPORT

2024 STREET AND UTILITY IMPROVEMENTS East and West Veterans Street East Juneau Street

(Plans and Specifications under separate cover are available at the
Office of the City Clerk and are a part of this report)

City of Tomah, Wisconsin

November 21, 2024

TOWN & COUNTRY ENGINEERING, INC.

Madison ♦ Rhinelander ♦ Kenosha
6264 Nesbitt Road • Madison, WI 53719 • (608) 273-3350 • tce@tcengineers.net

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BASIS FOR ASSESSMENTS

SUMMARY OF THE PROJECT

The work covered by this assessment report is located along East Juneau Street from Woodard Avenue to Glendale Avenue, and along West Veterans Street from 400 feet west of USH 12/Superior Avenue to 400 feet east of USH 12/Superior Avenue.

The work on Veterans Street was part of a larger DOT project that reconstructed and reconfigured the entire Veterans Street and USH 12/Superior Avenue intersection, along with sanitary sewer and water main improvements in the same area. Surface work included 4-inch and 6-inch concrete sidewalk, concrete curb & gutter construction, and new hot-mix asphalt pavement construction on all streets listed.

The work on East Juneau Street was a separate project that involved constructing new curb and gutter in an area that already has sidewalk.

Sidewalk and curb & gutter was assessed to the property owners at no more than 100% of the actual unit cost for construction of those items. The work items necessary to blend new sidewalk and curb & gutter to the existing yards and driveways were not assessed to the property owners. The plans, specifications and bidding documents which cover this work are under separate cover and are available at City Hall.

The benefited properties are shown on the following pages.

BASIS FOR ASSESSMENTS

CURB & GUTTER

Curb & gutter is a direct benefit to adjacent properties because it provides for efficient drainage of runoff onto street right-of-way, without ditches which are troublesome to mow, particularly during wet periods. It avoids “rutting” of wheel paths from vehicles which may park on the street frontages during wet soil conditions and the ponding areas which result from such wheel ruts. It provides a clean, visually pleasing line of demarcation between the traveled portion of the street and adjacent vegetated areas. Assessments are made on a lineal front foot basis for curb & gutter, that is, the unit cost of the actual lineal footage of curb & gutter installed adjacent to a property is assessed to that property. A lineal front foot basis for curb & gutter assessments is a commonly recognized method for determining curb & gutter benefits to adjacent properties, such benefits being drainage, appearance and longevity of adjacent surfaces.

The City of Tomah assessment policy is that 100% of the cost of new curb & gutter will be charged to the property owners abutting the improvements on the basis of lineal front footage for new curb. No assessments are made for replacing curb. No special consideration is given to corner lots for curb & gutter assessments.

Storm sewer, drainage swales and appurtenances are not assessed. Curb radii at intersections are not assessed.

SIDEWALK

Assessments for sidewalk are made for 100% of the cost for new concrete sidewalk on the basis of lineal front footage. When new sidewalk is installed on a lot at the location of an existing asphalt or concrete driveway, the width of the driveway is credited. Sidewalk ramps at intersections are not assessed. While all properties are assessed for new sidewalk, assessments for sidewalk replacement are made for commercial properties only.

No special consideration is given to corner lots for sidewalk assessments.

In some areas residents chose to also replace additional sidewalk and driveways. These areas were only reconstructed at the homeowner’s request and 100% of the associated costs were assessed to that particular property owner.

The improvements on Veterans Street were completed in 2023, and the improvements on East Juneau Street were completed in 2024. Quantities and costs for the final assessments were based on actual quantities constructed. The purpose of this final assessment report is to provide compliance with the procedural assessment process as required by Wisconsin State Statutes, Section 66.0703.

Because the two project areas were constructed under separate contracts with separate costs, each area has its own assessment rate.

SECTION II


PROJECT COSTS AND FINAL ASSESSMENTS

**Final Assessments
2023 and 2024 Street Improvements: W. Veterans Street and E. Juneau Street**

I, the undersigned, do hereby state that it is my judgment that the properties listed below, will benefit from, and will not be damaged by, curb & gutter and sidewalk construction in the City of Tomah, Wisconsin

Owner	Tax Parcel	Parcel Frontage	Curb & Gutter Assessable Length (ft.)	Curb & Gutter Cost (\$13.04/ft.)	Sidewalk Assessable Length (ft.)	Sidewalk Cost (\$27.35/ft.)	Total
East Juneau Street - North Side LUCY A. STANTON & MARGUERITE L. DELANEY 1120 WOODARD AVENUE TOMAH WI 54660	286-01922-0000	150	150	\$ 1,956.00	0	\$0.00	\$1,956.00
ROBERT J. JR. & SIMONE G. WALKER 314 E JUNEAU STREET TOMAH WI 54660-6684	286-01923-0000	60	60	\$ 782.40	0	\$0.00	\$782.40
DAVID J RITTER N1746 ELIZABETH WAY LA CROSSE WI 54601 (for 316 E Juneau Street)	286-01924-0000	45	45	\$ 586.80	0	\$0.00	\$586.80
ALEXIS M. & MICHELLE M. LIAPIS 320 E JUNEAU STREET TOMAH WI 54660	286-01925-0000	45	45	\$ 586.80	0	\$0.00	\$586.80
East Juneau Street - South Side GARY & SOFIA M SPITZER 303 E JUNEAU STREET TOMAH WI 54660	286-01915-0000	50	50	\$ 652.00	0	\$0.00	\$652.00
WILLIAM S & JOANNA M PRESCOTT 305 E JUNEAU STREET TOMAH WI 54660	286-01914-0000	50	50	\$ 652.00	0	\$0.00	\$652.00
ALBERT J. ERICKSON REVOCABLE TRUST ROSELLA A. ERICKSON REVOCABLE TRUST 26133 GRANITE AVENUE TOMAH WI 54660 (for 309 E Juneau Street)	286-01913-0000	70	70	\$ 912.80	0	\$0.00	\$912.80
DENISE MURNANE 313 E JUNEAU STREET TOMAH WI 54660	286-00235-0000	50	50	\$ 652.00	0	\$0.00	\$652.00
PETER A HYATT & REBECCA S SMITH 1518 W SCHREIBER AVENUE #2 CHICAGO IL 60626 (for 1103 Glendale Avenue)	286-00233-0000	100	100	\$ 1,304.00	0	\$0.00	\$1,304.00

Owner		Parcel Frontage	Curb & Gutter Assessable Length (ft.)	Curb & Gutter Cost (\$22.21/ft)	Sidewalk Assessable Length (ft.)	Sidewalk Cost (\$32.3/ft.)	Total
West Veterans Street - North Side TIMBERWOOD BANK PO BOX 880 TOMAH WI 54660 (for 110 W Veterans Street)	286-02655-1000	265	265	\$ 5,885.65	265	\$8,559.50	\$14,445.15
West Veterans Street - South Side NELSON PROPERTIES MONROE LLC 121 CHURCH DRIVE LA CROSSE WI 54603 (for 106 W Veterans Street)	286-02712-1500	210.8	210.8	\$ 4,681.87	210.8	\$6,808.84	\$11,490.71
TOTALS			1095.8	\$ 18,652.32	475.8	\$ 15,368.34	\$34,020.66


 Brian R. Berquist, City Engineer

FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITTED PROPERTY IN TOMAH, WISCONSIN.

WHEREAS, the governing body of Tomah, Wisconsin, held a public hearing at the City Hall at ___ p.m. on the day of _____, 2025, for the purpose of hearing all interested persons concerning the preliminary resolution and report of the proposed public improvements consisting of curb and sidewalk construction and preliminary assessments against benefitted property, and heard all persons who desired to speak at the hearing;

NOW, THEREFORE, BE IT RESOLVED, the governing body of the City of Tomah, Wisconsin, determines as follows:

1. The report of the Final Assessments on East Juneau Street from Woodard Avenue to Glendale Avenue, and along West Veterans Street from 400 feet west of USH 12/Superior Avenue to 400 feet east of USH 12/Superior Avenue, a copy of which is attached hereto and incorporated herein as if fully set forth herein, including the plans and specifications and assessments set forth therein, is adopted and approved.

2. The City shall advertise for bids and supervise construction of the improvements in accordance with the report hereby adopted (as modified).

3. Payment for the improvements shall be made by assessing the property benefitted as indicated in the report.

4. Assessments shown on the report represent an exercise of the police power and have been determined on a reasonable basis and are hereby confirmed.

5. Assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.

6. Assessments shall be due within 45 days of billing date. Assessments may be paid in cash or in _____ annual installments to the municipal clerk. Installments shall be placed on the next tax roll after the due date for collection and shall bear interest at the rate of _____% per annum on the unpaid balance (from due date) (from January 1 of

the year following the levy). Installments or assessments not paid when due shall bear additional interest on the amount due at the rate of _____% per annum.

7. The municipal clerk shall publish this resolution as a Class 1 notice under Ch. 985, Stats., in the assessment district and mail a copy of this resolution and a statement of the final assessment against the benefitted property together with notice of installment payment privileges to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

Dated _____ Signed _____
Mayor – Paul Dwyer

Published _____ Attest _____
Municipal Clerk – Becki Weyer

FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITTED PROPERTY IN TOMAH, WISCONSIN.

WHEREAS, the governing body of Tomah, Wisconsin, held a public hearing at the City Hall at ___ p.m. on the day of _____, 2025, for the purpose of hearing all interested persons concerning the preliminary resolution and report of the proposed public improvements consisting of curb and sidewalk construction and preliminary assessments against benefitted property, and heard all persons who desired to speak at the hearing;

NOW, THEREFORE, BE IT RESOLVED, the governing body of the City of Tomah, Wisconsin, determines as follows:

1. The report of the Final Assessments along both sides of West Veterans Street/CTH ET, from 24th Avenue to Superior Avenue/US Highway 12, a copy of which is attached hereto and incorporated herein as if fully set forth herein, including the plans and specifications and assessments set forth therein, is adopted and approved.

2. The City shall advertise for bids and supervise construction of the improvements in accordance with the report hereby adopted (as modified).

3. Payment for the improvements shall be made by assessing the property benefitted as indicated in the report.

4. Assessments shown on the report represent an exercise of the police power and have been determined on a reasonable basis and are hereby confirmed.

5. Assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.

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7. The municipal clerk shall publish this resolution as a Class 1 notice under Ch. 985, Stats., in the assessment district and mail a copy of this resolution and a statement of the final assessment against the benefitted property together with notice of installment payment privileges to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

Dated _____ Signed _____

Mayor – Paul Dwyer

Published _____ Attest _____

Municipal Clerk – Becki Weyer

FINAL ASSESSMENT REPORT

2024 STREET AND UTILITY IMPROVEMENTS West Veterans Street/CTH ET

(Plans and Specifications under separate cover are available at the
Office of the City Clerk and are a part of this report)

City of Tomah, Wisconsin

November 2024

TOWN & COUNTRY ENGINEERING, INC.

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BASIS FOR ASSESSMENTS

SUMMARY OF THE PROJECT

The work covered by this assessment report was along both sides of West Veterans Street/CTH ET from 24th Avenue to Superior Avenue/US Highway 12.

The work included sanitary sewer and water main improvements, 4-inch and 6-inch concrete sidewalk, and concrete curb & gutter construction on all streets listed. Sidewalk, curb & gutter and new sewer/water laterals were assessed to the property owners at no more than 100% of the actual unit cost for construction of those items. The work items necessary to blend new sidewalk and curb & gutter to the existing yards and driveways were not assessed to the property owners.

Assessments for property currently outside the City limits will be deferred until (or if) the property annexes in the future.

The plans, specifications and bidding documents which were covered in this work are under separate cover and are available at City Hall.

The benefited properties are shown on the following pages.

BASIS FOR ASSESSMENTS

CURB & GUTTER

Curb & gutter is a direct benefit to adjacent properties because it provides for efficient drainage of runoff onto street right-of-way, without ditches which are troublesome to mow, particularly during wet periods. It avoids “rutting” of wheel paths from vehicles which may park on the street frontages during wet soil conditions and the ponding areas which result from such wheel ruts. It provides a clean, visually pleasing line of demarcation between the traveled portion of the street and adjacent vegetated areas. Assessments are made on a lineal front foot basis for curb & gutter, that is, the unit cost of the actual lineal footage of curb & gutter installed adjacent to a property is assessed to that property. A lineal front foot basis for curb & gutter assessments is a commonly recognized method for determining curb & gutter benefits to adjacent properties, such benefits being drainage, appearance and longevity of adjacent surfaces.

The City of Tomah assessment policy is that 100% of the cost of new curb & gutter will be charged to the property owners abutting the improvements on the basis of lineal front footage for new curb. No assessments are made for replacing curb. No special consideration is given to corner lots for curb & gutter assessments.

Storm sewer and drainage swales and appurtenances are not assessed. Curb radii at intersections are not assessed.

SIDEWALK

Assessments for sidewalk are made for 100% of the cost for new concrete sidewalk on the basis of lineal front footage. When new sidewalk is installed on a lot at the location of an existing asphalt or concrete driveway, the width of the driveway is credited. Sidewalk ramps at intersections are not assessed. While all properties are assessed for new sidewalk, assessments for sidewalk replacement are made for commercial properties only.

No special consideration is given to corner lots for sidewalk assessments.

SEWER AND WATER LATERALS

City practice is to assess for costs of constructing new sewer and water laterals to vacant lots on street and utility projects.

This is a one-time assessment – no assessments are made for replacing existing utility laterals. Assessments for sewer and water laterals are made for 100% of the cost for new laterals based on actual costs. No allowance is made for lots that are on the opposite side of the streets as the sewer or water main.

In some areas residents chose to replace additional sidewalk and driveways. These areas were only reconstructed at the homeowner's request and 100% of the associated costs were assessed to that particular property owner.

These improvements were completed in 2024. Quantities and costs for the final assessments are based on actual quantities constructed. The purpose of this final assessment report is to provide compliance with the procedural assessment process as required by Wisconsin State Statutes, Section 66.0703.

SECTION II

PROJECT COSTS AND FINAL ASSESSMENTS

BID TABULATION

Project: 2024 CTH ET/West Veterans Street - Street and Utility Improvements; City of Tomah
 Engineer's Project Number: TO 125 Bid Deadline: January 31, 2024 at 1:00 p.m. local time

ITEM NO.	DESCRIPTION OF WORK	BID		PRE-BID ESTIMATE		Gerke Excavating Inc.	
		QUANT.	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID							
1.	10" SDR 35 PVC Sanitary Sewer	1,304	lin. ft.	\$ 105.00	\$ 136,920.00	\$ 82.43	\$ 107,488.72
2.	10" SDR 26 PVC Sanitary Sewer	2,172	lin. ft.	\$ 110.00	\$ 238,920.00	\$ 100.52	\$ 218,329.44
3.	8" SDR 35 PVC Sanitary Sewer	100	lin. ft.	\$ 100.00	\$ 10,000.00	\$ 73.85	\$ 7,385.00
4.	6" SDR 35 PVC Sanitary Sewer Laterals	275	lin. ft.	\$ 75.00	\$ 20,625.00	\$ 40.94	\$ 11,258.50
5.	6" SDR 26 PVC Sanitary Sewer Laterals	864	lin. ft.	\$ 80.00	\$ 69,120.00	\$ 43.84	\$ 37,877.76
6.	48" Standard Sanitary Manhole Masonry	117	vert. ft.	\$ 550.00	\$ 64,498.50	\$ 399.22	\$ 46,816.53
7.	48" Drop Manhole Masonry	7	vert. ft.	\$ 850.00	\$ 5,865.00	\$ 1,464.94	\$ 10,108.09
8.	Abandon Existing Sanitary Sewer & Water Main	1	lump sum	\$ 10,000.00	\$ 10,000.00	\$ 8,657.99	\$ 8,657.99
9.	Sanitary Manhole Castings	10	each	\$ 1,000.00	\$ 10,000.00	\$ 1,569.25	\$ 15,692.50
10.	Lateral Adjustment Risers	100	vert. ft.	\$ 80.00	\$ 8,000.00	\$ 70.40	\$ 7,040.00
11.	10"x6" Sanitary Sewer Wyes	35	each	\$ 425.00	\$ 14,875.00	\$ 505.25	\$ 17,683.75
12.	6" x 4" PVC Reducers	18	each	\$ 265.00	\$ 4,770.00	\$ 262.22	\$ 4,719.96
13.	Sanitary Service Lateral Reconnections	31	each	\$ 375.00	\$ 11,625.00	\$ 305.52	\$ 9,471.12
14.	10" D.I. Water Main	3,485	lin. ft.	\$ 105.00	\$ 365,925.00	\$ 102.40	\$ 356,864.00
15.	8" D.I. Water Main	398	lin. ft.	\$ 100.00	\$ 39,800.00	\$ 93.55	\$ 37,232.90
16.	6" D.I. Hydrant Leads and Water Main	158	lin. ft.	\$ 95.00	\$ 15,010.00	\$ 90.52	\$ 14,302.16
17.	4" Styrofoam Insulation	40	lin. ft.	\$ 25.00	\$ 1,000.00	\$ 59.56	\$ 2,382.40
18.	10" Gate Valves and Boxes	14	each	\$ 5,000.00	\$ 70,000.00	\$ 3,675.47	\$ 51,456.58
19.	8" Gate Valves and Boxes	8	each	\$ 3,500.00	\$ 28,000.00	\$ 2,571.83	\$ 20,574.64
20.	6" Gate Valves and Boxes	9	each	\$ 2,500.00	\$ 22,500.00	\$ 1,848.72	\$ 16,638.48
21.	Hydrants	8	each	\$ 7,000.00	\$ 56,000.00	\$ 5,679.34	\$ 45,434.72
22.	Install City-Supplied 1" Corporation Stops	26	each	\$ 525.00	\$ 13,650.00	\$ 220.82	\$ 5,741.32
23.	Install City-Supplied 1.5" Corporation Stops	6	each	\$ 900.00	\$ 5,400.00	\$ 368.17	\$ 2,209.02
24.	Install City-Supplied 2" Corporation Stops	1	each	\$ 1,750.00	\$ 1,750.00	\$ 1,109.62	\$ 1,109.62
25.	Install City-Supplied 1" Curb Stops	26	each	\$ 525.00	\$ 13,650.00	\$ 220.82	\$ 5,741.32
26.	Install City-Supplied 1.5" Curb Stops	6	each	\$ 900.00	\$ 5,400.00	\$ 368.17	\$ 2,209.02
27.	Install City-Supplied 2" Curb Stops	1	each	\$ 1,750.00	\$ 1,750.00	\$ 1,109.62	\$ 1,109.62
28.	1" Curb Stop Boxes	26	each	\$ 250.00	\$ 6,500.00	\$ 283.85	\$ 7,380.10
29.	1.5" Curb Stop Boxes	6	each	\$ 500.00	\$ 3,000.00	\$ 304.36	\$ 1,826.16
30.	2" Curb Stop Boxes	1	each	\$ 1,000.00	\$ 1,000.00	\$ 1,229.04	\$ 1,229.04

BID TABULATION

Project: 2024 CTH ET/West Veterans Street - Street and Utility Improvements; City of Tomah
 Engineer's Project Number: TO 125 Bid Deadline: January 31, 2024 at 1:00 p.m. local time

ITEM NO.	DESCRIPTION OF WORK	BID		PRE-BID ESTIMATE		Gerke Excavating Inc.	
		QUANT.	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
31.	1" Copper Water Service Laterals	900	lin. ft.	\$ 45.00	\$ 40,500.00	\$ 35.05	\$ 31,545.00
32.	1.5" Copper Water Service Laterals	150	lin. ft.	\$ 85.00	\$ 12,750.00	\$ 54.75	\$ 8,212.50
33.	2" Copper Water Service Laterals	25	lin. ft.	\$ 125.00	\$ 3,125.00	\$ 65.39	\$ 1,634.75
34.	Water Service Lateral Reconnections	28	each	\$ 580.00	\$ 16,240.00	\$ 334.85	\$ 9,375.80
35.	Existing Main Reconnections	7	each	\$ 1,750.00	\$ 12,250.00	\$ 3,916.87	\$ 27,418.09
36.	12" HP Storm Sewer	84	lin. ft.	\$ 70.00	\$ 5,880.00	\$ 50.20	\$ 4,216.80
37.	12" RCP CL V Storm Sewer	284	lin. ft.	\$ 76.00	\$ 21,584.00	\$ 70.89	\$ 20,132.76
38.	18" HP Storm Sewer	1,080	lin. ft.	\$ 80.00	\$ 86,400.00	\$ 63.36	\$ 68,428.80
39.	18" RCP CL IV Storm Sewer	100	lin. ft.	\$ 85.00	\$ 8,500.00	\$ 82.66	\$ 8,266.00
40.	23"x14" HE-RCP Storm Sewer	50	lin. ft.	\$ 125.00	\$ 6,250.00	\$ 138.83	\$ 6,941.50
41.	30"x19" HE-RCP Storm Sewer	86	lin. ft.	\$ 145.00	\$ 12,470.00	\$ 149.61	\$ 12,866.46
42.	45"x29" HE-RCP Storm Sewer	38	lin. ft.	\$ 215.00	\$ 8,170.00	\$ 234.95	\$ 8,928.10
43.	24" HP Storm Sewer	578	lin. ft.	\$ 85.00	\$ 49,130.00	\$ 77.01	\$ 44,511.78
44.	24" RCP CL III Storm Sewer	68	lin. ft.	\$ 90.00	\$ 6,120.00	\$ 112.00	\$ 7,616.00
45.	30" RCP CL IV Storm Sewer	142	lin. ft.	\$ 165.00	\$ 23,430.00	\$ 171.66	\$ 24,375.72
46.	Area Inlet	1	each	\$ 2,000.00	\$ 2,000.00	\$ 2,605.35	\$ 2,605.35
47.	10" PVC Storm Sewer	14	lin. ft.	\$ 65.00	\$ 910.00	\$ 103.77	\$ 1,452.78
48.	12" HP Apron Endwall Without Grate	2	each	\$ 1,000.00	\$ 2,000.00	\$ 393.13	\$ 786.26
49.	12" RCP Apron Endwall Without Grate	6	each	\$ 1,250.00	\$ 7,500.00	\$ 1,189.55	\$ 7,137.30
50.	18" HP Apron Endwall With Grate	2	each	\$ 1,000.00	\$ 2,000.00	\$ 672.64	\$ 1,345.28
51.	23"x14" HE-RCP Apron Endwall With Grate	1	each	\$ 2,000.00	\$ 2,000.00	\$ 2,485.38	\$ 2,485.38
52.	30"x19" HE-RCP Apron Endwall With Grate	1	each	\$ 2,500.00	\$ 2,500.00	\$ 3,138.53	\$ 3,138.53
53.	45"x29" HE-RCP Apron Endwall With Grate	1	each	\$ 3,500.00	\$ 3,500.00	\$ 5,635.60	\$ 5,635.60
54.	24" HP Apron Endwall With Grate	1	each	\$ 1,800.00	\$ 1,800.00	\$ 848.69	\$ 848.69
55.	24" HP Apron Endwall Without Grate	4	each	\$ 1,200.00	\$ 4,800.00	\$ 555.76	\$ 2,223.04
56.	30" RCP Apron Endwall With Grate	1	each	\$ 3,250.00	\$ 3,250.00	\$ 2,548.76	\$ 2,548.76
57.	Rectangular Curb Catch Basin with Casting	19	each	\$ 3,400.00	\$ 64,600.00	\$ 3,338.93	\$ 63,439.67
58.	Saddle Inlet	1	each	\$ 4,500.00	\$ 4,500.00	\$ 5,776.86	\$ 5,776.86

BID TABULATION

Project: 2024 CTH ET/West Veterans Street - Street and Utility Improvements; City of Tomah
 Engineer's Project Number: TO 125 Bid Deadline: January 31, 2024 at 1:00 p.m. local time

ITEM NO.	DESCRIPTION OF WORK	BID		PRE-BID ESTIMATE		Gerke Excavating Inc.	
		QUANT.	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
59.	48" Storm Manholes, Including Castings	3	each	\$ 3,250.00	\$ 9,750.00	\$ 3,931.33	\$ 11,793.99
60.	60" Storm Manholes, Including Castings	1	each	\$ 6,000.00	\$ 6,000.00	\$ 5,524.52	\$ 5,524.52
61.	48" Storm Curb Inlet Catch Basin, Including Casting	1	each	\$ 4,500.00	\$ 4,500.00	\$ 4,194.23	\$ 4,194.23
62.	60" Storm Curb Inlet Catch Basin, Including Casting	6	each	\$ 6,000.00	\$ 36,000.00	\$ 5,510.35	\$ 33,062.10
63.	72" Storm Manholes, Including Castings	1	each	\$ 7,000.00	\$ 7,000.00	\$ 6,318.24	\$ 6,318.24
64.	Excavation/Fill to Subgrade	1	lump sum	\$ 250,000.00	\$ 250,000.00	\$ 151,548.63	\$ 151,548.63
65.	Excavation and Disposal of Bad Subbase Below Subgrade	3,500	cu. yd.	\$ 15.00	\$ 52,500.00	\$ 7.73	\$ 27,055.00
66.	3" Breaker Run Base Course & Breaker Run Replacement of Excavation of Bad Subbase Below Subgrade	16,755	tons	\$ 15.50	\$ 259,702.50	\$ 15.76	\$ 264,058.80
67.	3/4" Crushed Aggregate Base Course	8,650	tons	\$ 16.00	\$ 138,400.00	\$ 17.10	\$ 147,915.00
68.	Sawcutting Existing Concrete and Asphalt Pavements	1,250	lin. ft.	\$ 3.50	\$ 4,375.00	\$ 2.68	\$ 3,350.00
69.	Topsoil Restoration, Seeding, Fertilizing & Mulching - CTH ET	11,000	sq. yds.	\$ 4.00	\$ 44,000.00	\$ 4.64	\$ 51,040.00
70.	Topsoil Restoration, Seeding, Fertilizing & Mulching - Church Ditch	2.5	acres	\$ 6,500.00	\$ 16,250.00	\$ 14,726.44	\$ 36,816.10
71.	2" Hot Mix Asphalt Lower Course, Type 4 MT	1,820	tons	\$ 110.00	\$ 200,200.00	\$ 125.42	\$ 228,264.40
72.	Clean & Tack	14,324	sq. yds.	\$ 0.65	\$ 9,310.60	\$ 0.38	\$ 5,443.12
73.	2" Hot Mix Asphalt Surface Course, Type 5 LT	1,820	tons	\$ 115.00	\$ 209,300.00	\$ 119.92	\$ 218,254.40
74.	3" Hot-Mix Asphalt Driveways	700	sq. yds.	\$ 52.00	\$ 36,400.00	\$ 43.92	\$ 30,744.00

BID TABULATION

Project: 2024 CTH ET/West Veterans Street - Street and Utility Improvements; City of Tomah
 Engineer's Project Number: TO 125 Bid Deadline: January 31, 2024 at 1:00 p.m. local time

ITEM NO.	DESCRIPTION OF WORK	BID		PRE-BID ESTIMATE		Gerke Excavating Inc.	
		QUANT.	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
75.	24" Concrete Curb & Gutter	7,175	lin. ft.	\$ 14.50	\$ 104,037.50	\$ 15.13	\$ 108,557.75
76.	4" Thick Concrete Sidewalk	22,750	sq. ft.	\$ 6.00	\$ 136,500.00	\$ 6.46	\$ 146,965.00
77.	6" Thick Concrete Sidewalk and Driveway Approaches	16,750	sq. ft.	\$ 6.50	\$ 108,875.00	\$ 8.05	\$ 134,837.50
78.	Grooved Epoxy Pavement Markings	1	lump sum	\$ 35,000.00	\$ 35,000.00	\$ 50,137.50	\$ 50,137.50
79.	Remove, Relocate and Reinstall Mailboxes and Signs	1	lump sum	\$ 6,000.00	\$ 6,000.00	\$ 30,286.00	\$ 30,286.00
80.	Replace Section Corner	1	each	\$ 2,500.00	\$ 2,500.00	\$ 323.07	\$ 323.07
81.	Ditch and Site Grading – Church	1	lump sum	\$ 65,000.00	\$ 65,000.00	\$ 23,236.98	\$ 23,236.98
82.	Ditch Grading - CTH ET	1	lump sum	\$ 25,000.00	\$ 25,000.00	\$ 13,700.31	\$ 13,700.31
83.	Coconut Erosion Mat	1,500	sq. yds.	\$ 4.00	\$ 6,000.00	\$ 2.63	\$ 3,945.00
84.	Erosion Control	1	lump sum	\$ 15,000.00	\$ 15,000.00	\$ 4,701.77	\$ 4,701.77
85.	Traffic Control	1	lump sum	\$ 17,500.00	\$ 17,500.00	\$ 5,250.00	\$ 5,250.00
	TOTAL BASE BID				\$ 3,474,813.10		\$ 3,207,187.43
ALTERNATE BID							
A1	Add/Deduct for 3" Recycled Concrete Breaker Run Base Course (pay in addition to Base Bid Item 66)	16,755	tons		\$ -	\$ (1.55)	\$ (25,970.25)
A2	Add/Deduct for 3/4" Recycled Concrete Base Course (pay in addition to Base Bid Item 66)	8,650	tons		\$ -	\$ (2.06)	\$ (17,819.00)
	TOTAL ALTERNATE BID				\$ -		\$ (43,789.25)
SUPPLEMENTAL BID ITEMS							
S1	Existing Property Corner Replacement	5	each	\$ 350.00	\$ 1,750.00		\$ 1,613.80
S2	Removal and Replacement of Unsuitable Trench Backfill	1,000	cu. yds. in the trench	\$ 15.00	\$ 15,000.00		\$ 24,780.00
	TOTAL SUPPLEMENTAL BID				\$ 16,750.00		\$ 26,393.80

Final Assessments
2024 STREET AND UTILITY IMPROVEMENTS - West Veterans Street/CTH ET

I, the undersigned, do hereby state that it is my judgment that the Properties listed below, will benefit from, and will not be damaged by, curb & gutter, sidewalk, and utility lateral construction in the City of Tomah, Wisconsin

Owner (gray shading shows parcels currently outside City limits, and subject to deferred assessment)	Tax Parcel	Parcel Frontage	Curb & Gutter Assessable Length (ft.)	Curb & Gutter Cost (\$15.13/L.F.)	Sidewalk Assessable Length (ft.)	Sidewalk Cost (\$32.3/L.F.)	Sewer /Water Lateral Cost (\$3648.89) /lot	Total
West Veterans Street - North Side								
CARMIKE LLC 2350 8TH ST S WISCONSIN RAPIDS WI 54494 <i>(for 1110 N Superior Ave)</i>	286-02655-0510	66	66	\$ 998.58	31	\$1,001.30		\$1,999.88
PAUL R. SCHENDEL GINA P SCHENDEL S158 23RD CT ONTARIO, WI 54651 <i>(for 220 W VETERANS ST)</i>	286-02655-6500	80	80	\$ 1,210.40	69 ASPH. DRIVE	\$2,228.70		\$3,439.10
THOMAS R JOHNSON CONNIE A JOHNSON 25700 STATE HIGHWAY 21 TOMAH, WI 54660 <i>(for 302 W VETERANS ST)</i>	286-02655-6000	80	80	\$ 1,210.40	68.25	\$2,204.48		\$3,414.88
CHARLES K ANDERSON 310 W VETERANS ST TOMAH, WI 54660	286-02655-7000	80	1	\$ 15.13	66 ASPH. DRIVE	\$2,131.80		\$2,146.93
BRIAN L. BERGLUND CHONG OK BERGLUND 316 W VETERANS ST TOMAH, WI 54660	286-02655-7200	80	0	\$ -	64 ASPH. DRIVE	\$2,067.20		\$2,067.20


Owner (gray shading shows parcels currently outside City limits, and subject to deferred assessment)	Tax Parcel	Parcel Frontage	Curb & Gutter Assessable Length (ft.)	Curb & Gutter Cost (\$15.13/L.F.)	Sidewalk Assessable Length (ft.)	Sidewalk Cost (\$32.3/L.F.)	Sewer /Water Lateral Cost (\$3648.89) /lot	Total
GEORGE C. WRIGHT, JR. 324 W VETERANS ST TOMAH, WI 54660	286-02655-7700	80	0	\$ -	68.75 ASPH. DRIVE	\$2,220.63		\$2,220.63
TERRY VAUGHN CLINTON JR CANDACE JUSTINE CLINTON 420 W VETERANS ST TOMAH, WI 54660	286-02655-8500	115	0	\$ -	96 CONC. DRIVE	\$3,100.80		\$3,100.80
TIMOTHY SCHRAM PAMELA SCHRAM 440 W VETERANS ST TOMAH, WI 54660	286-02655-9500	114	0	\$ -	96.75 CONC. DRIVE	\$3,125.03		\$3,125.03
JOHN B KORTBEIN REVOCABLE TRUST JUDY A KORTBEIN REVOCABLE TRUST PO BOX 433 TOMAH, WI 54660 <i>(for 502 W VETERANS ST)</i>	286-02655-8700	161	0	\$ -	143 CONC. DRIVE	\$4,618.90		\$4,618.90
FALAH AL MALIKI 516 W VETERANS ST TOMAH, WI 54660	286-00963-7000	86	0	\$ -	67.75 CONC. DRIVE	\$2,188.33		\$2,188.33
RONALD L. NICKS KATHLEEN E. NICKS PO BOX 697 TOMAH, WI 54660 <i>(For Parcel ID 286-00963-6000)</i>	286-00963-6000	72	0	\$ -	72 CONC. DRIVE	\$2,325.60		\$2,325.60
RONALD L. NICKS KATHLEEN E. NICKS PO BOX 697 TOMAH, WI 54660 <i>(for 524 W Veterans St)</i>	286-00963-5000	100	0	\$ -	65 CONC. DRIVE	\$2,099.50		\$2,099.50

Owner (gray shading shows parcels currently outside City limits, and subject to deferred assessment)	Tax Parcel	Parcel Frontage	Curb & Gutter Assessable Length (ft.)	Curb & Gutter Cost (\$15.13/L.F.)	Sidewalk Assessable Length (ft.)	Sidewalk Cost (\$32.3/L.F.)	Sewer /Water Lateral Cost (\$3648.89) /lot	Total
JORDAN HEIGHTS CONDOMINIUM 612 W VETERANS ST TOMAH, WI 54660 <i>(for Parcel ID's 286-00963- 3001,3004,3003,3002)</i>	286-00963-3000	172	0	\$ -	99 CONC. DRIVE	\$3,197.70		\$3,197.70
CITY OF TOMAH 819 SUPERIOR AVE TOMAH, WI 54660 <i>(For Parcel ID 286-00963-2000)</i>	286-00963-2000	86	0	\$ -	86	\$2,777.80		\$2,777.80
VALERIE L. SMITH HIGHLANDS PROPERTIES OF WI, LLC 26229 HIGHLAND AVE TOMAH, WI 54660 <i>(for 620 W Veterans St)</i>	286-00963-1000	85	0	\$ -	45 CONC. DRIVE	\$1,453.50		\$1,453.50
DWYER TRANSFER LLC 20061 GLIDER AVE TOMAH, WI 54660 <i>(for 802 W Veterans St)</i>	286-02654-4000	442	442	\$ 6,687.46	442	\$14,276.60		\$20,964.06
DWYER TRANSFER LLC 20061 GLIDER AVE TOMAH, WI 54660 <i>(for 802 W Veterans St)</i>	286-02654-3500	250	250	\$ 3,782.50	250	\$8,075.00		\$11,857.50
JOSHUA PEOT MARY LANE-PEOT 902 W VETERANS ST TOMAH, WI 54660	286-02673-3500	130	130	\$ 1,399.53	115 CONC. DRIVE	\$3,714.50		\$5,114.03
JTK CONSTRUCTION LLC 22073 FLATIRON RD TOMAH, WI 54660 <i>(For Parcel ID 286-02673-4000)</i>	286-02673-4000	65	65	\$ 737.59	65	\$1,574.63		\$2,312.21

Owner (gray shading shows parcels currently outside City limits, and subject to deferred assessment)	Tax Parcel	Parcel Frontage	Curb & Gutter Assessable Length (ft.)	Curb & Gutter Cost (\$15.13/L.F.)	Sidewalk Assessable Length (ft.)	Sidewalk Cost (\$32.3/L.F.)	Sewer /Water Lateral Cost (\$3648.89) /lot	Total
JTK CONSTRUCTION LLC 22073 FLATIRON RD TOMAH, WI 54660 (for 922 W Veterans St)	286-02673-5000	150	150	\$ 1,702.13	7 ASPH. DRIVE	\$226.10		\$1,928.23
NORTH-WEST SERVICES, CORPORATION PO BOX 728 TOMAH, WI 54660 (for 1120 W Veterans St)	286-02673-1000	410	410	\$ 4,652.48	334.25 ASPH. DRIVE	\$8,097.21		\$12,749.68
NEIGHBOR FOR NEIGHBOR, INC. 1118 W VETERANS AVE TOMAH, WI 54660	286-02673-1200	250	250	\$ 3,781.75	228.75 ASPH. DRIVE	\$7,387.88		\$11,169.63
HIAWATHA PARKS, INC. PO BOX 50 TOMAH, WI 54660 (For Parcel ID 286-02673-3000)	286-02673-3000	218	218	\$ 2,473.76	0	\$0.00		\$2,473.76
HIAWATHA PARKS, INC. PO BOX 50 TOMAH, WI 54660 (For Parcel ID 286-02672-5000)	286-02672-5000	35	35	\$ 397.16	0	\$0.00		\$397.16
WISCONSIN GAS LLC 231 W MICHIGAN ST MILWAUKEE WI 53203 (for 1200 W Veterans St)	286-02672-0000	34	34	\$ 385.82	0	\$0.00		\$385.82

Owner (gray shading shows parcels currently outside City limits, and subject to deferred assessment)	Tax Parcel	Parcel Frontage	Curb & Gutter Assessable Length (ft.)	Curb & Gutter Cost (\$15.13/L.F.)	Sidewalk Assessable Length (ft.)	Sidewalk Cost (\$32.3/L.F.)	Sewer /Water Lateral Cost (\$3648.89) /lot	Total
West Veterans Street - South Side K&S PROPERTY INVESTMENTS LLC 15485 HILLVIEW RD TOMAH, WI 54660 (for 201 W Veterans St)	286-02712-1046	213.5	153.5	\$ 2,322.46	202.25	\$6,532.68		\$8,855.13
JTK CONSTRUCTION LLC 19315 COUNTY HIGHWAY A NORWALK, WI 54648 (For Parcel ID 286-02713-1310)	286-02713-1310	109	109	\$ 1,649.17	109	\$3,520.70	\$3,648.89	\$8,818.76
JTK CONSTRUCTION LLC 19315 COUNTY HIGHWAY A NORWALK, WI 54648 (For Parcel ID 286-02713-1308)	286-02713-1308	109	109	\$ 1,649.17	109	\$3,520.70		\$5,169.87
JTK CONSTRUCTION LLC 19315 COUNTY HIGHWAY A NORWALK, WI 54648 (For Parcel ID 286-02713-1306)	286-02713-1306	109	109	\$ 1,649.17	109	\$3,520.70		\$5,169.87
JTK CONSTRUCTION LLC 19315 COUNTY HIGHWAY A NORWALK, WI 54648 (For Parcel ID 286-02713-1304)	286-02713-1304	109	109	\$ 1,649.17	109	\$3,520.70		\$5,169.87
JTK CONSTRUCTION LLC 25981 HIAWATHA AVE TOMAH, WI 54660 (For Parcel ID 286-02713-1302)	286-02713-1302	109	109	\$ 1,649.17	109	\$3,520.70		\$5,169.87
JTK CONSTRUCTION LLC 25981 HIAWATHA AVE TOMAH, WI 54660 (For Parcel ID 286-02713-1300)	286-02713-1300	109	109	\$ 1,649.17	109	\$3,520.70		\$5,169.87

Owner (gray shading shows parcels currently outside City limits, and subject to deferred assessment)	Tax Parcel	Parcel Frontage	Curb & Gutter Assessable Length (ft.)	Curb & Gutter Cost (\$15.13/L.F.)	Sidewalk Assessable Length (ft.)	Sidewalk Cost (\$32.3/L.F.)	Sewer /Water Lateral Cost (\$3648.89) /lot	Total
DAVID PAUL ADAMCZAK BRIDGET LEE ADAMCZAK 517 W VETERANS ST TOMAH, WI 54660 <i>(For Parcel ID 286-02712-7000)</i>	286-02712-7000	125	125	\$ 1,891.25	111 ASPH. DRIVE	\$3,585.30		\$5,476.55
HAL JACOB MARY BETH JACOB 24318 FLATTER AVE TOMAH, WI 54660	020-01288-0000	241	241	\$ 3,078.96	229 CONC. DRIVE	\$6,185.45		\$9,264.41
BIBLE EVANGELICAL FREE CHURCH 625 W VETERANS ST TOMAH, WI 54660	286-02712-3400	288	288	\$ 4,357.44	288	\$9,302.40	Credit for grading easement: Final Assessment:	\$13,659.84 <u>-\$13,659.84</u> \$0.00
KENNETH A. GORSKI PAULA C. GORSKI 803 VETERANS ST TOMAH, WI 54660	286-02712-8000	275	275	\$ 4,160.75	256.5 ASPH. DRIVE	\$8,284.95		\$12,445.70
ALVIN R. JANEZKO SANDRA A. JANEZKO 813 W VETERANS ST TOMAH, WI 54660	286-02712-6500	137	137	\$ 2,072.81	118 ASPH. DRIVE	\$3,811.40		\$5,884.21
LEANNA DENU 823 W VETERANS ST TOMAH, WI 54660	286-02712-6000	138	138	\$ 2,087.94	122 ASPH. DRIVE	\$3,940.60	Credit for grading easement: Final Assessment:	\$6,028.54 <u>-\$6,028.54</u> \$0.00
PLEUSS FAMILY IRREVOCABLE TRUST 24241 COUNTY HIGHWAY ET TOMAH, WI 54660	020-01211-0000	209	209	\$ 3,162.17	0 ASPH. DRIVE	\$0.00		\$3,162.17
PLEUSS FAMILY IRREVOCABLE TRUST 24241 COUNTY HIGHWAY ET TOMAH, WI 54660 <i>(For Parcel ID 020-01209-2000)</i>	020-01209-2000	452	452	\$ 6,838.76	0	\$0.00		\$6,838.76

Owner (gray shading shows parcels currently outside City limits, and subject to deferred assessment)	Tax Parcel	Parcel Frontage	Curb & Gutter Assessable Length (ft.)	Curb & Gutter Cost (\$15.13/L.F.)	Sidewalk Assessable Length (ft.)	Sidewalk Cost (\$32.3/L.F.)	Sewer /Water Lateral Cost (\$3648.89) /lot	Total
THOMAS R. PLEUSS PATRICIA A. PLEUSS PO BOX 4 TOMAH, WI 54660 <i>(for 24081 County Hwy ET)</i>	020-01209-0000	220	220	\$ 3,328.60	0 ASPH. DRIVE	\$0.00		\$3,328.60
THOMAS R. PLEUSS PATRICIA A. PLEUSS PO BOX 4 TOMAH, WI 54660 <i>(for 24081 County Hwy ET)</i>	020-01210-0000	242	242	\$ 3,094.09	0	\$0.00		\$3,094.09
MICHAEL E. PIERCE ROBIN A. PIERCE 915 W VETERANS ST TOMAH, WI 54660	286-02733-0000	200	200	\$ 3,026.00	0 ASPH. DRIVE	\$0.00		\$3,026.00
TOTALS			5,545.50	\$78,750.90		\$142,860.13	\$3,648.89	\$205,571.54
								
Brian R. Berquist, City Engineer								

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

2025 Sidewalk Curb & Gutter Contract Extension

Summary and background information:
(Appropriate documents attached)

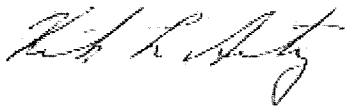
The attached proposal provides for a negotiated extension for sidewalk and curb & gutter completion for the City of Tomah by Wolf Concrete & Construction

Fiscal Note:

As attached

Recommendation:

I recommend the Public Works & Utilities Commission to approve the 2025 pricing as presented.



Public Works Director
Kirk Arity

2/12/2025

Date

**CITY OF TOMAH SIDEWALK / CURB & GUTTER
2025 BID PROPOSAL FORM**

We, Wolf Concrete & Construction LLC, propose to perform all work required for completion, in accordance with the City of Tomah sidewalk/curb & gutter specifications, within the time specified, and at the prices stated below.

<u>ITEM TO BE QUOTED</u>	<u>PRICE</u>
4" SIDEWALK	
New	\$ <u>6.75</u> per square foot
Replacement-Sections up to 20' Long	\$ <u>8.40</u> per square foot
-Sections more than 20' Long	\$ <u>7.65</u> per square foot
Handicap Ramp	\$ <u>8.20</u> per square foot
6" SIDEWALK	
New	\$ <u>8.80</u> per square foot
Replacement-Sections up to 20' Long	\$ <u>10.45</u> per square foot
-Sections more than 20' Long	\$ <u>9.70</u> per square foot
CURB AND GUTTER	
New	\$ <u>27.40</u> per lineal foot
Repair	\$ <u>28.00</u> per lineal foot

Radius Curbs Additional \$.95 per lineal Foot

A certificate of insurance will be furnished to the City with this bid proposal.

Any small job will be a minimum of \$200 per location.

The undersigned acknowledges the right of the City to reject any and all bids, including bids that in the opinion of the City are excessive or are not sufficient to properly carry out the work. The undersigned acknowledges the right of the City to reject the bid of bidders who have previously failed to properly perform or complete on time, contracts of a similar nature. The City of Tomah waves the right to negotiate an extension of the contract for 2025 and 2026, if agreeable by both parties.

The undersigned hereby certifies that I have examined the specifications and insurance requirements in detail before submitting the proposal and further that I have full authority to submit this proposal in its behalf.

Business Name: Wolf Concrete & Construction LLC Date: 1/31/25

Address: 24850 County Hwy A Phone: 608-343-9611 (Mike)
Tomah, WI 54660 608-344-0814 (Diane)

By: Diane Batten Title: Bookkeeper/Payroll

Print Name: Diane Batten



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jeff Holthaus 601 N Superior Avenue Suite 8 Tomah WI 54660	CONTACT NAME: Jeff Holthaus PHONE (A/C, No, Ext): 608-372-2475 E-MAIL ADDRESS: jeff.holthaus.jm6k@statefarm.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED WOLF CONCRETE & CONSTRUCTION LLC 24850 COUNTY HIGHWAY A TOMAH WI 54660797	INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: State Farm Fire and Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25178 25143

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	99-C1-C465-3	04/17/2024	04/17/2025	EACH OCCURRENCE \$ 300,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 300,000 GENERAL AGGREGATE \$ 600,000 PRODUCTS - COMP/OP AGG \$ 600,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	376 1331-D01-49	04/01/2024	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	99-C1-C464-0	04/17/2024	04/17/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Tomah
819 Superior Ave

Tomah WI 54660

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Holthaus

This form was system-generated on 04/22/2024

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Utility Easement Approval

**Summary and background information:
(Appropriate documents attached)**

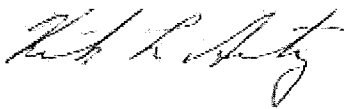
Alliant Energy is relocating their utilities from overhead transmission to underground and require an easement for this work.

Fiscal Note:

\$1.00

Recommendation:

I recommend the Public Works & Utilities Commission recommend to the Committee of the Whole approval of the attached easement.



Public Works Director
Kirk Arity

2/12/2025

Date

Exhibit "A"

Lands owned by Grantor:

Located in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 4, Township 17 North, Range 1 West, City of Tomah, Monroe County, Wisconsin.

A part of Outlot 152 of the Assessor's Subdivision to the City of Tomah, Monroe County, Wisconsin, described as follows: The East 40 feet of the North Half of the East Half (N $\frac{1}{2}$ of E $\frac{1}{2}$) of said Outlot 152. Also all that part of the North Half of East Half (N $\frac{1}{2}$ of E $\frac{1}{2}$) of said Outlot 152 lying South of the North line of Monowau Street extended East. Also a parcel of land 60 feet in width, the centerline of which is described as follows: Commencing at the Southeast corner of Lot 68, J. J. Farmer's Subdivision, City of Tomah, Monroe County, Wisconsin, thence N89°-09'E a distance of 30 feet to the point of beginning, thence S0°-54'-30"W to the point of intersection with the North line of Monowau Street extended East.

AND

The South $\frac{1}{2}$ of that part of the West $\frac{1}{2}$ of Outlot 152 lying East of Hamilton and Donovan's Subdivision and the South $\frac{1}{2}$ of the East $\frac{1}{2}$ of Outlot 152 of the Assessor's Plat of the City of Tomah, Wisconsin.

Grantor's deeds being recorded on December 28, 1971, as Document Number 305167, AND on February 18, 1960, as Document Number 263830, AND on February 18, 1960, as Document Number 263831 in the office of the Register of Deeds for Monroe County, Wisconsin.

Easement area:

An Easement Area Twelve (12) feet in width, having Six (6) feet of such width on either side of the following described centerline: The centerline of Grantee's Designated Facilities as constructed, to be constructed, extended, or relocated lying within the above-described real property.

WITNESS the signature(s) of the Grantor this _____ day of _____, 20_____.

CITY OF TOMAH, WISCONSIN

_____(SEAL)
Signature

Printed Name and Title

_____(SEAL)
Signature

Printed Name and Title

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

Personally came before me _____, 20__, the above-named _____,
the _____ of City of Tomah, Wisconsin to me known to be the person who
executed the foregoing document and acknowledged that they are executed the foregoing document as on behalf of said entity by its
authority.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

This instrument drafted by
Justin DeVries

Checked by
Haley Long

December 31, 2024

Project Title: COCA99 Sub Getaways Council Creek Sub
ERP Activity ID: 1002808
Tract No.:
Rerow No.:

Document No.

**EASEMENT UNDERGROUND
ELECTRIC AND COMMUNICATION**

The undersigned **Grantor(s) City of Tomah, Wisconsin, a municipal corporation, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as indicated below, upon, in, over, through and across lands owned by the Grantor **in the City of Tomah, County of Monroe, State of Wisconsin**, said Easement Area to be 12 feet in width and described as follows:

See EXHIBIT "A" attached hereto and made a part hereof.

This Easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for underground electric line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment and other appurtenant equipment associated with underground electric line facilities.
2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
4. **Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
5. **Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the elevation of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
6. **Restoration and Damages:** The Grantee shall at its option, restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
7. **Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
8. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
9. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
10. **Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Biltmore Lane
Madison, WI 53718

Parcel Identification Number(s)

286-00205-0000

Kirk Arity

From: penny@tomahlaw.com
Sent: Thursday, February 13, 2025 11:08 AM
To: Kirk Arity
Cc: 'Gaye Peterson'
Subject: RE: EASEMENT REQUEST - ALLIANT ENERGY

Kirk,

This is to follow up to our telephone conference regarding the Alliant Energy easement. The following were suggested modifications after further review:

1. The legal description of the easement area needs to be more precise. Otherwise, it is a 12 ft easement where they decide to lay the designated facilities.
2. Paragraphs 3. The last phrase "all without the express written consent of the Grantee" should be replaced with "which would interfere with the easement rights herein granted."
3. Paragraph 6. Delete the words "at its option". Also, add the words "improvements, driveways" to the list.
4. Add indemnification language:

Indemnification. Grantee shall indemnify Grantor from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Easement may be suffered or sustained by any person or entity in connection with Grantee's activities conducted on the Property, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of the Grantor or its agents or employees.

Please let me know if you have any further questions. Penny