



## AGENDA FOR PUBLIC WORKS COMMISSION

A Public Works Commission meeting will be held on **Wednesday, October 25, 2023 at 5:30 PM** in the **Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.**

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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

[September 2023 Minutes](#)

### Public Hearing

1. [Discussion on Preliminary Assessment Report \(East & West Veterans St and East Juneau Street\)](#)
2. Approval of Preliminary Assessment Report (East & West Veterans St and East Juneau Street)

### Discussion Items

1. Airport Update
2. [Request for Disabled Parking Designation](#)
3. [Motor Control Modification Proposal Approval](#)
4. [Easement Approval](#)
5. Project Updates
6. [September Building Permit Report-year to date Code Enforcement Report will be provided in November](#)
7. Payment of Monthly Water & Sewer Bills
8. Departmental Reports
9. Director's Report

### 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, September 27, 2023 at 5:30 PM** in the Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.

**Meeting was called to order at 5:30PM by Kiefer**

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## Call to Order - Roll Call

John Glynn (P), Dean Peterson (P), Lamont Kiefer (P), Brian Rice (P), Kerwin Greeno (P), Mayor Mike Murray (A), Nicole Hart (A). Quorum Present (Yes).

Also present, Director Kirk Arity (P), Brandy Leis (P), Shane Rolff (A), Joe Kube (P), Mark Rezin (P), and Brian Berquist (P).

## Approve Minutes

August 2023 minutes 1<sup>st</sup> by DP, 2<sup>nd</sup> by JG. All ayes. Motion approved.

## Discussion Items

### 1) Airport Update

Steve Austin was present. Stated no updates, everything is going well. Arity stated there was an inspection on the runway and are waiting on report from inspection.

### 2) Equipment Installation Bid Award

Berquist stated Sabel is a very good company, and their bid is within range of the city's estimate.

Motion 1<sup>st</sup> by DP, 2<sup>nd</sup> by KG to approve Sabel's bid. All ayes. Motion carried.

### 3) Don & Gwen Nelson Reimbursement Claim

The Nelson's did not bring the issue to the city's attention prior to hiring Gerke's.

Motion 1<sup>st</sup> by DP, 2<sup>nd</sup> by JG to deny the reimbursement claim. All ayes. Motion carried.

### 4) Project Updates

Berquist presents 2022 streets utility bill for work on the ballfield. Motion 1<sup>st</sup> by DP, 2<sup>nd</sup> by BR to pay \$82,392.32 bill for the ballfield. All ayes. Motion carried.

Berquist reviewed W. Veterans project designs. Meeting with utility companies to have them move the utilities. Also meeting with effected residents. DOT is wrapping up their portions. Sidewalks and curb/gutter going in and will be assessed to residents. Will have assessments next meeting. N. Glendale project is at DOT and study phase.

### 5) Building Code/Violation Report

Reviewed by commission. Overview of long-term violations were giving by code enforcement. Two violations that lasted over a year have been marked as compliant and cases were closed.

Arity requested Monroe County to update their curb alert section on their website to add check with local ordinance for regulations. Monroe County has updated the website.

### 6) Payment of Monthly Water & Sewer Bills

a) Sewer- 1<sup>st</sup> by JG, 2<sup>nd</sup> by DP to approve water bills as presented. All ayes. Motion approved.

b) Water-1<sup>st</sup> by JG, 2<sup>nd</sup> by DP to approve water bills as presented. All ayes. Motion approved.

7) Departmental Reports

- a) Sewer- Passed minnow test. Garage painting is in progress. Flushing sewers. Recent rain hasn't affected drains.
- b) Water- New ½ ton truck arrived. Hydrant repair and maintenance is done. Flushing starts next week. Round 2 EPA-PFAS testing was done last week. Resident water pipe inventory has been going well & making good head way. Tomah Water Dept received a service excellent award from WI AWA.
- c) Public Works- Completed mowing, leaf vac maintenance being done. Finishing Rec Park improvements. Dog park concrete/black top project completed. Repaired storm sewer collapse on Superior and W. Holton.

8) Director's Report

The focus has been on the budget and increases for utilities. A 3-hour planning session with department heads was held for future projects. The Boy Scout cabin project is starting. A new garbage truck is still on track for 2024 delivery.

9) Future Meeting Date:10/25/2023

**Adjourn 1<sup>st</sup> by DP, 2<sup>nd</sup> by JG at 6:10 PM. All ayes. Motion approved.**

# **PRELIMINARY 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

October 9, 2023

### **TOWN & COUNTRY ENGINEERING, INC.**

**Madison • Rhinelander • Kenosha**

6264 Nesbitt Road

Madison, WI 53719

☎ (608) 273-3350

tcengineers.net

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# SECTION I

SUMMARY OF THE PROJECT

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 is 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 includes 4" and 6" concrete sidewalk, concrete curb & gutter construction, and new hot-mix asphalt pavement construction on all streets listed.

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

Sidewalk, curb & gutter will be 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 will not be 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 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.

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



The improvements on Veterans Street will be completed in 2023, and the improvements on East Juneau Street will be completed in 2024. Quantities shown are estimated quantities that are projected to be installed. Quantities and costs for the final assessments will be based on actual quantities constructed. The purpose of this preliminary 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 are being constructed under separate contracts with separate costs, each area will have its own assessment rate.

## SECTION II


### PROJECT COSTS AND PRELIMINARY ASSESSMENTS

**Preliminary 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
<b>East Juneau Street - North Side</b>							
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
<b>East Juneau Street - South Side</b>							
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
<b>West Veterans Street - North Side</b> TIMBERWOOD BANK PO BOX 880 TOMAH WI 54660 (for 110 W Veterans Street)	286-02655-1000	265	265	\$ 5,885.65	265	\$1,711.90	\$7,597.55
<b>West Veterans Street - South Side</b> 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	\$1,361.77	\$6,043.64
<b>TOTALS</b>			1095.8	\$ 18,652.32	475.8	\$ 3,073.67	\$21,725.99

  
 Brian R. Berquist, City Engineer

# STAFF COMMITTEE PREPARATION REPORT

**Agenda Item:**

Request for Disabled Parking Designation

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

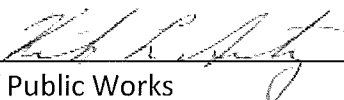
The designation for a disabled parking stall would allow for 24-hour parking. This would greatly impact the snow removal operations on Superior Ave.

**Fiscal Note:**

N/A

**Recommendation:**

I recommend denying the request.

  
\_\_\_\_\_  
Director of Public Works  
Kirk Arity

10/18/2023  
\_\_\_\_\_  
Date

CITY OF TOMAH

819 SUPERIOR AVENUE  
TOMAH, WI 54660  
OFFICE (608) 374-7431 FAX (608) 374-7444

REQUEST TO APPEAR BEFORE COMMITTEE

DATE OF REQUEST: Oct. 17 2023

NAME: Victoria Leszczynski

ADDRESS: 1010 1/2 Superior Ave Tomah WI

PHONE #: 608 496-1518 E MAIL ADDRESS Leszczynski.Victoria23@gmail.com

54660

COMMITTEE NAME: Public Works and Utilities Commission

COMMITTEE DATE: 10/25

AGENDA ITEM AND DESCRIPTION/EXPLANATION:

I am disabled & live above Jr. Varsity. I've been here for over a yr. My health is getting worse at times with the weather, & Nov 20, 2023 I will be having surgery on my knee & will be needing crutches for a time. But I would like to ask for a handicap parking spot in front of where I live to help myself & others. As of now I usually have to park at the end of the block & try to carry groceries & stuff up the block. Thankyou

This form must be submitted to the appropriate department head at least ONE WEEK PRIOR to the scheduled date of the Committee/Council meeting. This is to ensure that the requested item is placed on the agenda prior to the agenda being sent out. If you have additional information, please attach it to this form.

# STAFF COMMITTEE PREPARATION REPORT

**Agenda Item:**

Motor Control Modification Proposal Approval

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

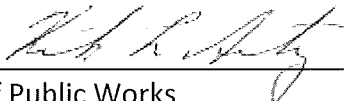
Portions of the motor control panels, SCADA & instrumentation upgrades are needed with the equipment installation project.

**Fiscal Note:**

\$49,782.00

**Recommendation:**

I recommend approval of the proposal as presented.

  
\_\_\_\_\_  
Director of Public Works  
Kirk Arity

10/16/2023  
\_\_\_\_\_  
Date



Name	Customer	Proposal#	Due/Bid Date
Tomah, WI - WWTP (E) Equipment Replacement 2023	Town & Country Engineering	20233750	9/22/2023, 12:00 PM
<b>Scope</b>			

Proposal per supplied documents from Town & Country Engineering 9/6/23

[Proposal Revision 2: Per email chain with Steve Muther dated 9/26/23](#)

**Headworks Building Structure 15 Modifications**

- Motor Control Center MCC-B Modifications
  - Screenings Compactor 15-M-02 Modifications (Section 1D)
    - New motor leads from MCC-B to Motor by Electrical Contractor
    - Solenoid Wiring from MCC-B to (4) Solenoids by Electrical Contractor
    - [Reuse existing MCC bucket](#)
    - Replace existing FVR Starter with new Nema Size 1 FVR Starter with Solid State Overload
    - Replace existing ETM with new ETM
    - Replace existing Current Sensor with Manufacturer supplied Tsubacki relay
    - Provide and install Motor High Temperature logic with pilot light
      - Provide Motor High Temperature digital input to SCC-B
    - Provide E-Stop logic to lockout motor
      - Provide E-Stop digital input to SCC-B
  - Grit Classifier Dewatering Screw 15-M-03 (Section 1G)
    - [Reuse existing MCC bucket](#)
    - Replace existing FVNR Starter with new Nema Size 1 [FVNR](#) Starter with Solid State Overload
    - Replace existing ETM with new ETM
    - The new motor will not have motor thermals. The existing bucket has Motor High Temp logic. We will jumper the motor thermals and leave the motor high temp logic in place.
  - Grit Removal Drive 15-M-07 (Section 2D)
    - [Reuse existing MCC bucket](#)
    - Replace existing FVNR Starter with new Nema Size 1 [FVNR](#) Starter with Solid State Overload
    - Replace existing ETM with new ETM
  - Mechanical Bar Screen 15-M-01 Modifications (Section 9D)
    - New motor leads from MCC-B to Motor by Electrical Contractor
    - [Reuse existing MCC bucket](#)
    - Replace existing FVR Starter with new Nema Size 1 FVNR Starter with Solid State Overload
    - Replace existing ETM with new ETM
    - Replace existing Current Sensor with Manufacturer supplied Tsubacki relay
    - Provide and install Motor High Temperature logic with pilot light
      - Provide Motor High Temperature digital input to SCC-B
    - Provide E-Stop logic to lockout motor
      - Provide E-Stop digital input to SCC-B
- Remote Instrumentation
  - Screenings Compactor 15-M-02 Nema 7 Rated Control Station
    - E-Stop
    - Hand-Off-Auto
    - Forward-Reverse
  - Mechanical Bar Screen 15-M-01 Nema 7 Rated Control Station
    - E-Stop



- Hand-Off-Auto
- **Influent Channel Upstream Level Transducer**
  - **Siemens LR-110**
- Supervisory Control Center SCC-B Modifications
  - Screenings Compactor 15-M-02 Modifications
    - Add digital inputs
      - Motor High Temperature
      - E-Stop
    - Add (4) digital outputs for solenoids
  - Mechanical Bar Screen 15-M-01 Modifications
    - Add digital inputs
      - Motor High Temperature
      - E-Stop
- **Use available spare I/O on PLC**

### **UV Disinfection Building Structure 50**

- Supervisory Control Center SCC-C Modifications
  - Provide and install a media converter
  - Provide and install a 62.5 Micron patch cable
  - Accommodate new I/O from UV-CP
  - **Provide new Allen Bradley CompactLogix 1769-IA16 Digital Input card**
    - **Our records show there are enough spare digital inputs for this project, but without a site visit to verify, we can't be certain.**
    - **We included a digital input card in the project to be safe.**
    - **If in the process of the project, a digital input gets added, we would be out of spares. This new card will provide us spare digital inputs for both this project and future work.**

*Digital Input Card Credit*.....(\$430)

### **SCADA System Improvements**

- Revise control scheme per manufacturers recommendations
  - Screening Compactor
  - Mechanical Bar Screen
- Add new alarms as needed
- Add required tags to Hach Wims
- Provide UV Rep remote access

### **Altronex Control System Professional Services**

- Engineering and Design
- CAD drawings
- PLC, OIT and HMI Programming
- Factory Testing
- Startup and Commissioning

### **Items specifically not included in this proposal**

1. Sales or use tax
2. Liquidated Damages of any kind
3. Installation of equipment and job site labor other than as specified
4. Receiving and storage of equipment on the job site
5. Installation materials, brackets, wire, clamps, piping, junction boxes, etc., not specifically described in our material list
6. Performance, payment, or equipment bond of any kind
7. Installation of any instruments
8. Field Terminations
9. Mounting of any control panels or hardware
10. Mounting stands, brackets, channel strut or field assemblies of any kind.



11. Permits or Bonding
12. Fiber optic cable, connectors, patch panels, termination and/or testing
13. Electrical testing services
14. Electric Motors
15. Solenoids and pressure switches are by others
16. Flow meter spare spools and flange gaskets
17. Local control panels, unless specifically listed on this scope of work
18. Field Instrumentation, unless specifically listed on this scope of work
19. SJE's sole obligation shall be the provision of those items specified within the "included" items listed above. The lack of an explicit exclusion does not imply inclusion

**Proposal Amount \$ 49,782.00 USD**  
**Freight Terms: FOB Origin, Freight Prepaid**

Respectfully submitted by,

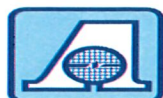


Kurt Atwood  
Business Development Manager  
katwood@lwallen.com  
(608) 210-1455

**Acceptance of Proposal (Purchase Order or Signature) – The preceding prices, specifications and attached terms and conditions of sale are satisfactory and hereby accepted. You are authorized to proceed.**

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Signature	Name Print/Type	Official Position	Date
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## Standard Terms and Conditions

**Controlling Provisions:** The terms and conditions and supplemental exhibits contained herein (the "Terms and Conditions") shall supersede any provisions, terms, and conditions contained on any purchase order or other written form any direct buyer ("Buyer") may use or provide (whether received by S.J. Electro Systems, Inc. or any of its subsidiaries or affiliates (collectively, "SJE") prior or subsequent to the date hereof), and the rights of the parties shall be governed exclusively by the Terms and Conditions as described herein. SJE sells certain services, products, replacement parts and related software (collectively, the "Goods"). The purchase of the Goods is governed by the Terms and Conditions. Any communication by Buyer to SJE to purchase Goods will be treated by SJE as a request to purchase the Goods. The response, however communicated, will be understood by all parties as an agreement by SJE to sell to Buyer the requested Goods pursuant to the Terms and Conditions. SJE specifically opposes any terms or conditions that are in addition to or different from the Terms and Conditions, unless specifically agreed to in each instance in writing by SJE.

**Quotations, Acceptance, and Agreements:** Any quotation is a good faith estimate. To the extent that SJE has been provided by or on behalf of Buyer any specifications, description of operating conditions or other data and Information In connection with the selection or design of the Goods, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by SJE, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgement and approval of the quotation as written and an acceptance of the Terms and Conditions. Written quotations which have not been finalized by a binding purchase order shall expire on the date specified in the quotation or, in the absence of such specification, thirty (30) calendar days from the date issued. SJE may revise or withdraw a quotation at any time prior to the finalization of a binding purchase order.

*Per company policy, a separate written agreement signed by both parties or a purchase order accepted and acknowledged by SJE is required to form any legally binding agreement.*

**Intellectual Property:** All devices, patents, designs (including drawings, plans and specifications), software existing or to be developed, estimates, prices, notes, memos, summaries, electronic data and other documents or information prepared or disclosed by SJE shall remain the sole intellectual property of SJE. Following acceptance and final payment, SJE shall grant to Buyer a non-transferable, non-exclusive license for use and sale of the Goods.

**Credit Approval:** The credit terms granted on each order are subject to SJE's continuing approval of Buyer's credit. SJE may withdraw the extension of credit and require modified payment terms if, in SJE's sole judgment, Buyer's credit or financial standing is impaired such that SJE in good faith deems payment insecure.

**Prices and Taxes:** All prices are FOB shipping point, unless otherwise stated or referenced in attached exhibits. All prices are subject to any commercially reasonable additions that may be necessary to cover any duties, taxes or charges. All prices are in U.S. Dollars. Prices may be subject to change without notice.

**Shipping Policy:** Shipping and handling charges cover the transportation of the Goods from SJE's warehouse to Buyer, unless otherwise specified. Standard shipping rates are assessed upon placement of order. SJE uses many methods of shipment including UPS shipping services but reserves the right to substitute carriers without notice. UPS next-day air, UPS second-day air, UPS three-day ground, UPS Express and UPS Expedited are services available to Buyer for expediting orders. Expedited orders will be shipped based on the method Buyer selects. These services may not be available for shipment into all countries.

*While SJE will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by SJE, all shipping dates are approximate and not guaranteed. SJE reserves the right to make partial shipments. SJE, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse SJE for any and all storage costs and other additional expenses resulting therefrom. The actual shipping weights may vary.*

**Title, Risk of Loss, Inspection of Equipment:** Title and risk of loss to the Goods shall pass to Buyer upon delivery of the Goods to the respective delivery carrier. Buyer shall immediately inspect the Goods upon receipt and any damage must be noted on the delivery carrier's bill of lading at time of receipt. SJE is not liable for any damages caused by shipping. SJE is not liable for any shortages or nonconformance unless notified by Buyer within two (2) business days of Buyer's receipt of the Goods.

**Operations/Maintenance Manuals:** Installation, maintenance and operation manuals will be furnished to Buyer in the number of copies specified at the time of quotation or order. Additional copies subject to charges as outlined in attached exhibits.

**Installation and Use:** Buyer will be solely responsible for the proper application, installation and service of the Goods. Installation instructions are supplied by SJE and must be followed.

**Export/Import:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including, but not limited to, those of the United States and the European Union, and the jurisdictions in which SJE and Buyer are established or from which Goods may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Goods in violation of such applicable laws, regulations, orders or requirements.

**Payment:** Buyer shall pay SJE the full purchase price as set forth in the respective order between SJE and Buyer. Unless otherwise agreed to in writing between SJE and Buyer, freight, storage, insurance, taxes, duties, and any governmental charges relating to the Goods shall be paid by Buyer. If SJE is required to pay any such charges, Buyer shall immediately reimburse SJE upon notice from SJE of same. All payments are due within approved credit terms. Buyer may be charged the lower of 1.5% interest per month or the maximum legal rate on all amounts not received by the due date described therein.

**Security Interest:** SJE shall retain a security interest in the Goods until the full purchase price has been paid. Buyer's failure to pay any amounts due, including interest, shall give SJE the right to possession and removal of the Goods after providing ten (10) days written notice to Buyer. SJE's taking of such possession shall be without prejudice to any other remedies SJE may have.

**Changes, Cancellations, Returns:** Buyer may request changes or additions to the Goods consistent with SJE's specifications and criteria. In the event such changes or additions are accepted by SJE, SJE shall have the absolute right to revise the prices and dates of delivery, and to add charges for work and materials rendered unnecessary by such changes or additions. All changes, cancellations, or returns must have SJE prior written approval and subject to restocking fees and service charges. Authorized returns must be packaged and shipped prepaid to SJE.

**Return Policy:** SJE will only accept Goods returned within one (1) year from the date of manufacture, un-used, and current production models. Returned Material Authorization ("RMA") numbers must be assigned to any Goods Buyer wishes to return for credit. To obtain an RMA, Buyer must contact SJE's Service Center at 218-847-1317 or toll free at 888-342-5753. Buyer is responsible for payment of return shipping fees unless such returned Goods result from an SJE order processing error. Upon return, SJE shall reimburse Buyer for the return freight resulting from the return of Goods due to such SJE order processing error. In the event of any return in compliance with this paragraph, SJE will provide Buyer credit for the returned Goods and work to reship correct Goods to Buyer. SJE reserves the right to refuse acceptance of returned Goods after inspection. SJE will not accept returns for Goods that are custom-built for Buyer as such items cannot be resold by SJE; however, custom-built Goods remain subject to applicable warranty provisions in each case.

*Notwithstanding the foregoing (and so long as the return is not due to an order processing error of SJE), a restocking fee shall be charged to Buyer for returned Goods as outlined in the attached Exhibits.*

**Force Majeure:** SJE shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached any agreement with Buyer, for any failure or delay in fulfilling or performing any term of any agreement with Buyer, when and to the extent such failure or delay is caused by or results (directly or indirectly) from acts beyond SJE's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of any subject agreement between SJE and Buyer; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial services; or (i) any other cause beyond the reasonable control of SJE.

**Indemnification and Default:** In addition to all other amounts due hereunder, Buyer shall reimburse SJE in full for all collection costs or charges, including reasonable attorney fees, which SJE may incur in the collection of any past due amounts from Buyer, including applicable interest on overdue accounts. If Buyer is in default under this or any other agreement with SJE, SJE may defer performance hereunder until such default is resolved. SJE shall have no obligation to provide factory startup assistance or factory training (when requested) until all invoices (including retentions) for equipment have been paid in full. Furthermore, SJE shall have no liability to Buyer to the extent Buyer damages, or any damages are suffered by, or claims are made against Buyer as a result of Buyer's negligence, willful misconduct, misrepresentation of any Goods, or failure to utilize the Goods properly.

**Warranty and Liability:** During the warranty period, Buyer's exclusive remedy will be either repair or replacement, at the sole discretion of SJE and subject to the Terms and Conditions of any component which proves to be defective due to defective materials or workmanship of SJE.

*SJE DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND SJE SHALL NOT, IN ANY MATTER, BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, OR PENALTIES THAT RESULT FROM A BREACH OF CONTRACT, BREACH OF WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SJE'S LIABILITY TO BUYER OR ANY OTHER PARTY EXCEED THE LESSER OF: (i) THE COST OF REMEDIATING ANY DEFECT OR DEFICIENCY IN THE PERFORMANCE OF SJE HEREUNDER OR (ii) THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH THE CLAIM IS MADE.*

*ANY ELECTRICAL WIRING AND SERVICING OF THE GOODS MUST BE PERFORMED BY A LICENSED ELECTRICIAN. WARRANTY CLAIMS FOR GOODS WHICH WERE AT ANY TIME WIRED OR SERVICED BY ANYONE OTHER THAN A LICENSED ELECTRICIAN SHALL NOT BE HONORED IN WHOLE OR PART BY SJE.*

*Furthermore, this warranty shall not apply to: (a) damage due to any weather-related or other conditions beyond the control of SJE; (b) defects or malfunctions resulting from the Goods not installed, operated, or maintained in accordance with instructions provided, applicable local codes, ordinances, or accepted trade practices; (c) failures resulting from abuse, misuse, accident, or negligence; or (d) Goods repaired and/or modified without prior written authorization from SJE.*

*Some states do not allow limitations on implied warranty duration, as such, this limitation may not apply to Buyer. Some states do not allow the exclusion or limitation of incidental or consequential damages, as such, these limitations or exclusions may not apply to Buyer. The above-described warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state.*

**TO OBTAIN WARRANTY SERVICE:** Buyer shall assume all responsibility and expense for removal, reinstallation, and freight associated with any warranty service. Any Goods to be repaired or replaced under this warranty must be returned to SJE, or such place as designated by SJE. Buyer can contact SJE Service Center at 218-847-1317 or toll free at 888-342-5753 for an RMA on any Goods being submitted for a warranty claim.

**Applicable Law and Forum:** Any disputes between Buyer and SJE shall be venue in Becker County District Court in the State of Minnesota. Buyer agrees to submit to such jurisdiction and agrees that the dispute shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.



## STAFF COMMITTEE PREPARATION REPORT

**Agenda Item:**

Easement Approval

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

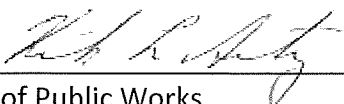
Attached is a map of the area Alliant Energy is requesting an easement for services provided to Recreational Park.

**Fiscal Note:**

N/A

**Recommendation:**

I recommend the PW&C forward a recommendation of approval to the City Council for acceptance of the easement.

  
\_\_\_\_\_  
Director of Public Works  
Kirk Arity

10/16/2023  
\_\_\_\_\_  
Date





Document No.

**EASEMENT UNDERGROUND  
ELECTRIC AND COMMUNICATION**

The undersigned **Grantor(s) City of Tomah, Wisconsin, (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 **10 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 and underground communication 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 and communication 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. **Tree Trimming:** The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter.
5. **Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, caused by the construction, maintenance or removal of said Designated Facilities.
6. **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.
7. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
8. **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)

286-02637-0000

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

September 20, 2023

Project Title: Butts Ave 3PH OH to UG  
ERP Activity ID: 4232219  
Tract No.:  
Rerow No.:

## Exhibit "A"

### Lands owned by Grantor:

Located in the Northeast Quarter of the Northeast Quarter (NE¼ NE¼) of Section 8, Township 17 North, Range 1 West, City of Tomah, Monroe County, Wisconsin.

A parcel of land located in the NE¼-NE¼, Sec. 8-T17N-R1W, Town of Tomah, Monroe County, Wisconsin, bounded and described as follows: Commencing at the NE corner of said Sec. 8; thence S88°-54'W along the forty line, 507.00 feet to the point of beginning; thence S1°-06'E, 113.29 feet; thence N65°-33'W, 24.31 feet; thence S87°-39'W, 94.00 feet; thence S56°-55'W, 767.60 feet; thence S39°-28'W, 83.35 feet; thence N0°-23'W, 574.80 feet to the forty corner; thence N88°-54'E along the forty line, 814.00 feet to the point of beginning. Said parcel contains 5.51 acres of land, more or less.

Grantor's deed being recorded on March 23, 1973, as Document Number 310812 in the office of the Register of Deeds for Monroe County, Wisconsin.

### Easement area:

The easement area being the North Ninety (90) feet of the East Ten (10) feet of the West Two hundred sixty-one (261) feet, lying parallel with the West property line, of the above-described real estate.





## September Permit Report

09/01/2023 - 09/30/2023

Permit #	Permit Date	Permit Type	Project Description	Parcel Address	Total Fees	Construction Value
6610	9/27/2023	Township-Tomah ( New const.)	New Single Family Home	25533 Granite Ave.	\$772.80	0.00
6609	9/27/2023	Alt/Addition Commercial Building	Replace smoke and fire damaged wall, ceiling, and floor coverings from fire & smoke.	215 E CLIFTON STREET	\$80.00	8,000.00
6608	9/11/2023	Electrical	Electrical for installation of diesel generator for Tomah PD building	805 Superior Ave.	\$160.00	5,000.00
6607	9/26/2023	Alt/Addition Commercial Building	Remodel of tenant space (CCF Bank) Units 3 & 4	1500 N SUPERIOR AVENUE	\$1,050.00	100,000.00
6606	9/26/2023	Alt/Addition Commercial Building	Tenant space remodel ( new flooring, relocate one wall)	224 W MC COY BOULEVARD	\$620.00	57,000.00
6605	9/26/2023	Alter/Addition One or Two Family	Complete remodel of single family home(demo to studs) structural repairs to roof	328 BUTTS AVENUE	\$300.00	30,000.00
6604	9/26/2023	Deck Permit	New 5 x 5 front landing and steps	802 E BROWNELL STREET	\$35.00	200.00
6603	9/21/2023	Electrical	Electrical for remodel of nurses' station into breakroom on second floor	501 Gopher Dr.	\$250.00	30,000.00
6602	9/21/2023	Alter/Addition One or Two Family	Installing crawlspace encapsulation	1314 LAKEVIEW DRIVE	\$160.00	16,819.00
6601	9/20/2023	Sign Permit	New wall sign and tenant sign(Monolith sign panel)**Dominos	1114 N Superior Ave.	\$40.00	0.00
6599	9/20/2023	Electrical	Replacing meter socket(overhead to underground)	403 HOLLISTER AVENUE		0.00
6598	9/20/2023	Fence	6ft vinyl / min of 4" from property line	622 GLENDALE AVENUE	\$20.00	0.00
6597	9/20/2023	Alt/Addition Commercial Building	Remodel of tenant space (Marine Recruiting Office) New carpet. doors. and	1500 N SUPERIOR AVENUE	\$650.00	60,000.00

			added security system.			
6596	9/19/2023	Alter/Addition One or Two Family	323 sq ft addition to rear of home	400 Alyssa St.	\$96.90	75,000.00
6595	9/19/2023	Township-Tomah ( New const.)	New single family home	16420 Holiday Rd	\$729.60	0.00
6594	9/18/2023	Deck Permit	Replacing front and rear decks on Manufactured Home	Country View Estates	\$35.00	25,000.00
6590	9/18/2023	Plumbing	Plumbing for a complete home remodel	411 NOTH AVENUE	\$60.00	6,000.00
6589	9/18/2023	Alter/Addition One or Two Family	Complete remodel of single family home (down to studs)	727 HOLLISTER AVENUE	\$800.00	80,000.00
6588	9/18/2023	Alt/Addition Commercial Building	Remove existing canopies, install approximately 60 LF of new metal stud framed open canopy on the exterior of the building.	411 MARTIN AVENUE	\$600.00	50,000.00
6587	9/12/2023	Plumbing	Plumbing for new duplex	531/533 ALYSSA ST	\$110.00	20,000.00
6586	9/12/2023	Plumbing	Plumbing for new duplex	427/429 Nicholas St.	\$110.00	20,000.00
6585	9/11/2023	Footing & Foundation only	Footing & foundation only	1408 SUPERIOR AVENUE	\$30.00	0.00
6584	9/11/2023	Accessory building > 150 sq. ft.	16 x 16 salt shed	721 MC LEAN AVENUE	\$56.32	12,000.00
6583	9/6/2023	Alt/Addition Commercial Building	Demo existing commercial space, construct a demising wall, Dominos tenant buildout	1114 N Superior Ave.	\$550.00	50,000.00
6582	9/5/2023	Alter/Addition One or Two Family	Interior remodel of single family home. New insulation, drywall, kitchen cabinets.	428 PINE STREET	\$30.00	4,000.00
6581	9/5/2023	Electrical	Replace fuse box with breaker panel (100 amp service)	1321 SUPERIOR AVENUE	\$50.00	1,685.00
6580	9/5/2023	Alter/Addition One or Two Family	Installing (7) Carbon Armors to south basement wall. (Earth anchoring system for bowed basement wall)	628 PACKARD STREET	\$70.00	7,112.00
					<b>\$7,465.62</b>	<b>657,816.00</b>

Total Records: 27

10/11/2023