

#### AGENDA FOR COMMITTEE OF THE WHOLE - AMENDED

A Committee of the Whole meeting will be held on **Monday**, **June 17**, **2024 at <u>6:30 PM</u>** in the **Council Chambers at City Hall**, **819 Superior Avenue**, **Tomah**, **WI**.

#### Join Zoom Meeting:

https://zoom.us/j/7689466740?pwd=dEdLR2hXK0ZYMk1qNU5vNFlwMzdSZz09

Meeting ID: 768 946 6740 Password: Tomah2020

Dial by your location +1 312 626 6799 US (Chicago)

#### CALL TO ORDER - ROLL CALL

#### **APPROVAL OF THE MINUTES:**

1. Approval of Minutes from May 20, 2024

#### **REPORTS:**

#### City Clerk

2. City Clerk Monthly Report

#### **Treasurer**

3. June 2024 Treasurer's Report

#### **Parks & Recreation**

4. Tomah Parks and Recreation Program Report

#### **Public Works & Utilities**

5. Public Works And Utilities Director Report

#### **Police Department**

6. Police Department Monthly Report - May 2024

#### Chamber/Convention & Visitors Bureau

#### **GENERAL:**

- 7. Ordinance Amending Chapter 16 of the City of Tomah Ordinances
- 8. Approval of amendment of Recreation Park Emergency Operations Plan
- 9. Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$2,640,000 General Obligation Promissory Notes, Series 2024A
- 10. Renewal of "Class B" Liquor, Class "B" Fermented Malt Beverage, and "Class C" Wine Beverage Licenses
- 11. Special Event Outdoor Cabaret Licenses for North American Squirrel Association for Winnebago Park located on Brandon St. in Tomah, WI for an event on July 6th of 2024.
- 12. Approval of Tomah Transit Procurement Policy

#### Committee of the Whole - June 17, 2024

- 13. Resolution Authorizing Payment of Monthly Bills
- 14. April 30, 2024 Cash and Investments Report
- 15. May 31, 2024 Cash and Investments Report
- 16. Approval of Contract Between the City of Tomah and General Engineering for Inspection Services

#### **ADJOURN**

17. Adjourn to Closed Session Pursuant to Wis Stat § 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved AND (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business

**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 COMMITTEE OF THE WHOLE MAY 20, 2024

#### CALL TO ORDER - ROLL CALL

A Committee of the Whole was held on Monday, May 20, 2024 at 6:30 PM in the Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI. John Glynn called the meeting to order at 6:30 p.m. Present: Paul Dwyer, Travis Scholze, Richard Yarrington, John Glynn, Shawn Zabinski, Nicole Hart, Patrick Devine, Nellie Pater, and Dean Peterson. Absent: none. Also present were Kirk Arity, Becki Weyer, Molly Powell (remote), Joe Protz, and Tina Thompson. The meeting was available via Zoom and was recorded by Hagen Sports Network. All motions are unanimously approved unless otherwise notated.

#### **Financial Presentation Dave Ferris Ehlers**

Dave Ferris from Ehlers gave an abbreviated version of the city's long term financial management plan and answered questions from the Committee.

# Resolution Providing for the Sale of Approximately \$2,640,000 General Obligation Promissory Notes, Series 2024A

This resolution is for the 2024 debt service borrowing. It outlines the uses for the \$2,640,000 borrowing and includes projects such as: Police Station, City Hall, Street Shop and Senior Center, street improvements, parks improvements, including for Tomah Ice Center, the acquisition of equipment for the Parks and Recreation Department and the acquisition of two squad cars for the Police Department. The resolution will be tabled at the Council meeting and Council will need to schedule a special meeting to approve a resolution to set the date of the sale and give authority to staff to sign the financial paperwork.

#### Approval of Minutes from April 15, 2024

Motion by Pater, second by Scholze, to approve the minutes from April 15, 2024. Motion carried.

#### **Clerk Monthly Report**

The Partisan Primary election will be held on August 13, 2024. Weyer covered current information regarding elections, HR, and licensing. They are currently amid alcohol and server license renewals.

#### May 2024 Treasurer's Report

Powell is currently out on medical leave but provided a monthly written report.

#### March 31, 2024 Revenues and Expenditures with Comparison to Budget

Powell provided a written Revenues and Expenditures with Comparison to Budget report for committee review.

#### **Tomah Parks and Recreation Program Report**

The indoor adult sports programs are complete and spring/summer programs are available for signup. Youth sports programs can be found on the City of Tomah Website. The ribbon cutting for the new Recreation Station went well with good community participation. May 22 will be the Spring Planting and hanging baskets with Our Town of Tomah 9am at Gilette Park with a brat fry.

#### **Public Works And Utilities Director Report**

Street: The Hwy ET reconstruction project is coming along nicely. There have been three crews working on this at various times, which has gotten them ahead of schedule. Crack sealing is complete – they placed one semi load of material this year. Chip sealing operations are tentatively scheduled for the early part of June. Welcome to Marvin Poff, the new street department employee.

Sewer: The clarifiers are still inteh process of rebuilding and repainting.

Water: Continue to focus on lead service inventory. They continue to collaborate with residents; however, they will eventually need to disconnect if residents do not allow the water employees in to do their inspections.

Lake: there will be a proposed ordinance change regarding docks and when they can be put out and how long they can be on the lake.

#### Police Department Monthly Report - April 2024

#### Committee of the Whole - May 20, 2024

Chief Holum provided a monthly written report. The hiring process has been a rollercoaster, there were five applications, and all but one dropped out. There has been a new desirable applicant who will be interviewed by the Police and Fire Commission this week. There is a full roster of teams for the Canine Dog Golf tournament on June 7<sup>th</sup>. There was a nonfatal stabbing in the city of Tomah a few weeks ago.

#### **Chamber/Convention & Visitors Bureau**

There will be a new passenger rail train going through Tomah called the Borealis. This will increase the through traffic to four trains per day. The launch of the new line will be on May 21, 2024. There will be a small ceremony. It is set to arrive at 2:57p.m. There will be public dignitaries onboard.

#### Alternate parade route presented to the Committee of the Whole for discussion

The Police department and DPW would like the council to consider the alternative parade route over the next month, weigh the pros and cons, and decide at the June council meeting to prepare for the 4<sup>th</sup> of July parade. There was conversation amongst the committee on the nostalgia and benefit to the downtown business owners vs. the risk to safety using the current route. Committee members will canvas citizens and return next month to recommend the Council decide for the 4<sup>th</sup> of July parade. The Chamber was asked to send out a survey to the community for feedback.

Special Beer and Wine License Application by the Tomah Lions Club for n.a.s.a. Squirrel Fest on July 6, 2024 Motion by Scholze, second by Zabinski, to recommend the Council approve the special beer and wine license application by the Tomah Lions Club for n.a.s.a. Squirrel Fest on July 6, 2024.

# Special Event Outdoor Cabaret Licenses for American Music Programs for Gillett Park located on Superior Avenue in downtown Tomah, WI for six concert events in June, July, and August of 2024

Motion by Zabinski, second by Yarrington, to recommend the Council approve the special event outdoor cabaret license for American Music Programs for Gillett Park for six concert events in June, July, and August of 2024. Motion carried.

# Annual renewal of "Class A" Liquor, Class "A" Fermented Malt, "Class B" Liquor, Class "B" Fermented Malt, and Class "C" Wine licenses for the period July 1, 2024 to June 30, 2025

Motion by Zabinski, second by Peterson, to recommend the Council approve the following list of alcohol renewal license for the period of July 1, 2024 to June 30, 2025:

#### "Class A" Liquor and Class "A" Fermented Malt Beverage Licenses

- 1. Aldi Inc. Wisconsin DBA Aldi #52 at 1844 N. Superior Ave
- 2. Casey's Marketing Company DBA Casey's General Store #1933 at 313 N Superior Ave
- 3. Simran Corporation DBA Hwy 12 & 16 BP at 1030 E Clifton St
- 4. Wittig Inc. DBA Hwy 21 BP at 311 Wittig Rd
- 5. 907 McCoy Inc. DBA Hwy 21 Shell at 907 E McCoy Blvd
- 6. Kwik Trip, Inc. DBA Kwik Trip #484 at 124 W McCoy Blvd
- 7. Kwik Trip, Inc. DBA Kwik Trip #718 at 1504 Superior Avenue
- 8. Kwik Trip, Inc. DBA Kwik Trip #796 at 310 E McCoy Blvd
- 9. Molter Family Markets LLC DBA Molter's Fresh Market at 701 E. Clifton St
- 10. Tomah Quick Stop & Spirit Shop LLC DBA Tomah Quick Stop & Spirit Shop at 201 W. Veterans St.
- 11. Tomah Food Mart, LLC DBA Tomah Mini Mart at 215 W. Clifton St.
- 12. Wal-Mart Stores East, LP DBA Walmart #965 at 222 W McCoy Blvd

#### "Class B" Liquor and Class "B" Fermented Malt Beverage Licenses

- 1. Tomchadah Inc. DBA The Break Room Sports. Bar & Grill at 1123 Superior Ave
- 2. Cancun Bay LTD DBA Cancun Bay Mexican Restaurant at 1422 Superior Ave
- 3. Cantina 5 Sports Bar INC DBA Cantina 5 Sports Bar at 1119 Superior Ave
- 4. Cantina 5 Taco Y Tequila Inc. DBA Cantina 5 Taco Y Tequila 918 E McCoy Blvd
- 5. CJ Hospitality LLC DBA Clarion Pointe at 2005 N Superior Ave
- 6. James Frandsen DBA Franny's at 1115 Superior Ave

#### Committee of the Whole - May 20, 2024

- 7. JAC'S DBA JAC's Steakhouse at 309 Superior Ave
- 8. Kelsey's LLC at 201 Superior Ave
- 9. JVM Investments LLC DBA Murray's on Main at 810 Superior Ave
- 10. C & H Foodservice Inc. DBA Perkins Family Restaurant / Mr. P's at 1015 E McCoy Blvd
- 11. II Zones, LLC DBA Strike Zone & Pizones 208 & 210 Superior Ave
- 12. Henry Pierce, LLC DBA The Elbow Room Bar at 114 W Benton St
- 13. Brick Sip Haus, LLC DBA Brick Sip Haus at 800 Superior Ave

The following have applied for a Class "B" Fermented Malt Beverage License in the City of Tomah:

- 1. Stump Hospitality LLC DBA Hampton Inn at 219 Buan St
- 2. Hat Trick Hospitality LLC DBA Holiday Inn Express & Suites at 215 Buan St
- 3. Mandy's Café & Deli, LLC DBA Mandy's Café & Deli 201 Helen Walton Dr. Suite 5
- 4. Northfield Restaurant Corporation DBA Pizza Hut at 1821 N Superior Ave
- 5. Paula Caucutt DBA Natural Connection at 1012 Superior Ave
- 6. Tomah Knights of Columbus Corporation at 202 E Juneau St

#### "Class C" Wine License in the City of Tomah:

1. Paula Caucutt DBA Natural Connection at 1012 Superior Ave

Motion carried.

# Ordinance Amending Section 2-270 And Repealing Sections 2-271 Through 2-274 Of The City Of Tomah Municipal Code Regarding Records Retention 1st Reading, Second Reading, and Adoption

Motion by Peterson, second by , to recommend the Council waive the first and second verbatim readings and adopt the ordinance amending section 2-270 and repealing sections 2-271 through 2-274 of the city of Tomah municipal code regarding records retention. Motion carried.

#### **Resolution Authorizing Payment of Monthly Bills**

Motion by Peterson, second by Pater, to recommend the Council approve the resolution authorizing payment of monthly bills in the amount of \$6,378,054.00. Motion carried.

#### Adjourn

Motion by Peterson, second by Dwyer, to adjourn. Motion carried. The meeting was adjourned at 8:02 p.m.

Respectfully Submitted,

Rebecca Weyer, City Clerk

To be approved on June 17, 2024

#### CITY CLERK - MONTHLY REPORT JUNE 2024

#### **Elections**

- The next election is August 13, 2024. The Clerk's office will be ramping up soon with absentee ballots required to be sent by June 27<sup>th</sup>. The City of Tomah had 635 absentee ballots for the Partisan Primary during the last Presidential election year in 2020.
- We are starting to see emergency rule changes to election procedures, which has been common in during the year of a Presidential election. We anticipate more before the November election and are ready to pivot as necessary to ensure the City of Tomah complies with all laws and regulations.

#### Other clerk Info

- June 30, 2024 marks the end of the current bartender license cycle. With the help of the police department, The Clerk's office has processed 162 out of the 315 currently licensed bartenders. We anticipate a last-minute rush as the license period ends.
- All currently licensed alcohol establishments have renewed for the alcohol license period, except for The Lot (has not renewed for two years) and the Baker's Table. All full liquor license holders have renewed for the plan year.
- The Clerk's office has received another large public records request and is working on processing it as efficiently as possible.
- The Personal Property Value Report (Form PA-551) has been filed with the Department of Revenue. The municipality was required to file this report to receive a 2025 personal property aid payment, and payments would have been significantly reduced if not filed by the deadline.

#### **HR Related**

- The Wisconsin Department of Employee Trust Funds has communicated that the city and its employees will once again enjoy a premium holiday for income continuation insurance. This information has been shared with employees.
- Open Enrollment information is starting to trickle in from the state. Historically, the Group Insurance Board has set premium rates at its August meeting. Beginning with the 2025 plan year, the rate setting will occur earlier to accommodate local employers' budgeting cycles and the programming needs of ETF's new Insurance Administration System. The new insurance system will likely be the start of self-service benefits enrollment, and a more streamlined insurance process. Rates are projected increase by 11% for local employers and employees, but we will not know for certain until specific information is released. There will be no changes to monthly premiums for supplemental vision or dental insurance rates in 2025.

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City Clerk May 14, 2024



#### Treasurer's Report

#### June 2024

I am currently out on medical leave after undergoing surgery. I am working as much as I am able, until I am able to make a full return to work later this month.

#### **Mass Transit**

The final item from our compliance review, is passing a procurement policy that pertains specifically to Tomah Transit and is compliant with Federal standards. You will see this updated policy up for approval this evening.

#### **Debt Service/Capital Projects**

Kirk and I attended our Moody's rating call on Wednesday, June 5<sup>th</sup>. We are anticipating our rating report on June 18<sup>th</sup> and will share that report as soon as it is available.

I also attended the Due Diligence call with Quarles on June 17th.

#### **Audit**

Our annual audit began March 18-22<sup>nd</sup> and will be ongoing over the next few months. We are expecting our finalized audit report sometime in the next few weeks.

#### Reporting

TID Annual Reports - Due July 1st

#### **Taxes**

The third installment of property taxes was due on May 31<sup>st</sup>, 2024. We have collected approximately 87% of the tax outstanding for the year. Of the remaining 13% outstanding – 8% is being paid in installments and the remaining 5% is delinquent.

#### **Molly Powell**

June 17, 2024

#### Item 4.

#### Parks and Recreation PROGRAM REPORT for June 2024

#### **Other Parks**

- Maintenance on equipment and buildings
- New Outdoor Sports Complex construction is ongoing.
- Recreation Station is open.
- Park clean ups, bathrooms are open high usage, and mowing
- Painting soccer fields at Veteran's Park
- Busy Park Shelter season with school groups, graduation parties and gathering.
- Will assist with set up and clean up with Community Kindness Classic event on June 15th.
- Squirrel Fest to be held in Winnebago Park on July 6<sup>th</sup>.
- Disc Golf Course baskets have been installed by Fireman's Park.

#### RECREATION PROGRAMS

- Summer Programs began on June 10<sup>th</sup>.
- Adult Softball started on May 22<sup>nd</sup> with 9 teams
- Youth Sports programs can be found on City of Tomah website.

#### AQUATIC CENTER

- Pool Opened on June 11<sup>th</sup>
- Swim Lessons begin on June 17th.

#### RECREATION PARK

- May 4 Tomah Historical Fundraiser, May 17-19 High School Rodeo, June 9<sup>th</sup> Sheep Show, June 10 Circus, June 20-23 Tractor Pull, June 29 Quinceanera.
- July 11-14 Warrior and Warlords event, July 20 Wedding, July 24-28 Fair.
- General upkeep and maintenance on buildings
- Working with Ag Society for upcoming Tractor Pull
- On going programming at Tomah Ice Center.
- Construction on going for the Ice Center Addition.

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**Joe Protz** 

**Director Tomah Parks and Recreation** 

# Director of Public Works and Utilities Report May 2024

#### 1) Street Department

The Hwy ET reconstruction project should see the curb and gutter starting. The storm sewer at the western end of the project is left for completion. Staff repaired a 36" culvert at 1355 N Superior Ave. Chip sealing is still scheduled for the week of June 17<sup>th</sup>. Please reference the streets scheduled for chip sealing on our website. The last of the white paint markings are complete and the switch to yellow has started. Staff are working with the school district on asphalt repairs at the middle and high school.

#### 2) Sewer Department

Operations are normal. Training for the new UV system is complete. One clarifier reconstruction is complete, and the second clarifier has been taken down for similar repairs. Staff have cleaned some sewers and facilitated a sewer repair on Curry Street.

#### 3) Water Department

Operations are normal. The exception to this is well # 10 is down for scheduled repairs. Lead service inventory is still the focus. Of the original 3,459 services there are 56 services that have not been identified.

#### 4) Lake Committee

The Lake Committee's next meeting is not scheduled.

Respectfully Submitted
Kirk Arity
Director of Public Works and Utilities

#### **Tomah Public Works and Utilities Employees**

#### City Hall

Director – Kirk Arity

Administrative Assistant – Samantha Linehan

Bookkeepers – Casey Kinnear, Patricia Marten

Code Enforcement – Casey Kinnear

Custodian – Scott Donovan

#### **Water Department**

Supervisor – Jeff Marten

Licensed Operators – Dennis Baldwin, Derek Nofsinger, Nathan Waege

Unlicensed Maintenance Worker – Andrew Strait

#### **Sewer Department**

Supervisor-Brandy Leis

Licensed Operators - Michael Linehan, Tom Bemis, Chad Richmond, Craig Dechant, Tony Newcomb

Unlicensed Maintenance Worker -

#### **Public Works**

Supervisor – Joe Kube

Mechanic – Mark Dixon

Equipment Operators – Lance Larson, Justin Randall, Corey Clay, Brad Rewey

Truck Drivers – Steve Schultz, Jason Burkhalter, Trey Rapp, Justin King, David McGarry, Dillon Clay-Kruger, Marvin Poff.

# TOMAH POLICE DEPARTMENT



"Serving the Community"

May 2024 Report

#### K-9 REPORT

The Tomah Police K-9 Unit consists of Officer Adam Perkins and his partner K-9 Viktor. Officer Perkins has been employed with the Tomah Police Department since September 2011 and was selected to be the K-9 handler in late 2016.

In March 2017, Officer Perkins traveled to the Jessiffany Canine Services LLC Kennel in Iron Ridge, Wisconsin to select a K-9 partner. Officer Perkins met with the head trainer and looked at numerous dogs, ultimately selecting K-9 Viktor. K-9 Viktor is a Czech Shepherd from the Czech Republic. Officer Perkins and K-9 Viktor trained for 5 weeks at Jessiffany Canine Services and certified through Jessiffany and the American Police Canine Association (APCA) in early April.

Officer Perkins and K-9 Viktor primarily work 3rd shift but are available off duty in an on-call capacity. Officer Perkins and Viktor are also members of the Monroe County Combined Tactical Unit (CTU). K-9 Viktor is a "dual purpose" patrol dog meaning patrol work and narcotics detection. "Patrol work" encompasses handler protection, criminal apprehension, tracking, building searches, and area searches. For narcotics detection, Viktor is trained to alert on the odors of Marijuana, Methamphetamine, Cocaine/Crack Cocaine, Heroin and MDMA.

Officer Perkins and K-9 Viktor train on a frequent basis to stay proficient in the numerous tasks Viktor is trained in.

#### **UTILIZATIONS OF IMPORTANCE**

**Certification** – Successfully certified as a dual purpose K9 team with the North America Police Work Dog Association (NAPWDA) in Whitewater, Wisconsin.

**Training** – Attended an 8-hour training day in West Salem, Wisconsin with other area K9 teams. Training consisted of building searches for drugs, building searches for suspects, vehicle sniffs for drugs, tracks, article searches and the NAPWDA aggression certification.

**Training** – Attended an 8-hour training day in Sparta, Wisconsin with other area K9 teams. Training consisted of vehicle sniffs for drugs, area search for suspects, article searches, tracks, building searches for suspects, building searches for drugs and the NAPWDA certification.

**Vehicle Sniff** – Tomah officers took a report of a suspicious vehicle, and a traffic stop was conducted on it. The occupants displayed signs of drug use. Viktor was utilized and positive indicated to the vehicle. A search of the vehicle yielded methamphetamine, THC, prescription drugs and paraphernalia. Both occupants were arrested and transported to jail.

**School Sniff** – Assisted Sparta Police Department with a sniff of the High School. One vehicle and one backpack were indicated to. No contraband was located.

**Burglary Alarm** – Taphouse Twenty received a burglary alarm while they were closed. Viktor was utilized to search the building for any suspects. No one was located and the door was left unlocked by staff.

**School Presentation** – Presented to a Miller 3<sup>rd</sup> Grade Class. Talked about Viktor and showed them a drug sniff in boxes. The hide was a methamphetamine scented rag. No drugs were brought into the school.

Vehicle Sniff – Monroe County Deputies conducted a traffic stop in the City of Tomah and requested I respond for a K9 sniff. The sniff was conducted, and a positive indication as obtained. A search of the vehicle yielded no contraband. One of the Deputies later advised the driver of the vehicle was observed concealing drugs on his person while in the back of the squad. The driver was later transported to jail.

#### **INVESTIGATIONS**

Attempted 1st Degree Intentional Homicide / 1st Degree Reckless Injury / 1st Degree Recklessly Endangering Safety / Aggravated Battery-Intend Great Bodily Harm / DC

Tomah officers were dispatched to an address for a report of a stabbing. The victim, a worker at an adult group home, stated he was stabbed by a resident and that the resident was still inside. Officers arrived on scene and made contact with the victim near the street. The victim was visibly injured, and blood was on the sidewalk. The victim was told to walk towards the ambulance while officers located the suspect. Officers entered the residence and eventually located the suspect in his bedroom. The suspect was taken into custody without incident and was later transported to jail. This case is active, and the investigation is ongoing.

#### OWI 4th / Reckless Driving / Unsafe Lane Deviation

A night shift officer was patrolling the downtown bar area when they observed a potentially intoxicated subject walking from a bar and to a vehicle. The vehicle left the parking lot and began to swerve on McLean Avenue. The vehicle would continuously drive in the parking lane and then swerve to miss parked vehicles. At one point, the vehicle was drifting towards another parked vehicle where a female was obtaining something from the rear driver's door. The suspect vehicle braked and came close to striking the female. The officer then conducted a traffic stop on the vehicle. The driver displayed signs of impairment and stated they had not consumed any alcohol. The driver refused to perform any Standardized Field Sobriety and was placed under arrest. The driver also refused to submit to a legal blood draw. A search warrant was drafted and signed by a Monroe County Circuit Judge. The blood draw was successfully completed. The driver was then transported to jail.

# Poss with Intent Cocaine / Poss Drug Para / Resisting / Misdemeanor Bail Jumping / Probation Hold

A night shift officer was in the downtown area when he observed a male known to him inside a bar. The male was on bond with a provision of not to enter any bars or taverns. The officer made contact with the male inside the bar and told the male he needed to exit with him. The male attempted to give his jacket to a female before leaving. The female was refusing to take the jacket and told the male to leave the bar. The male kept both jackets and exited the bar. The male then started walking away from officers at a fast pace. Officers caught up to him and when the attempted to place him into custody, the male tensed up and tried pulling away from officers. The male was ultimately placed under arrest. The male and his property were searched and in a jacket pocket officers located 19 grams of cocaine. Three baggies weighed one gram each and one bag weighed 16 grams. The male was on probation and probation placed a hold on him. The male was then transported to jail.

#### OWI 5th or 6th

A night shift officer was on routine patrol and observed a vehicle near his location with a passenger acting suspiciously. The officer followed the vehicle and observed several traffic violations. A traffic stop was later conducted. Upon contact the officer detected an odor of intoxicants coming from the vehicle. When questioned about consumption of alcohol, the occupants initially denied consuming any. The passenger then stated he had consumed alcohol. The driver had four prior OWI convictions and had a .02 driving license restriction. The officer requested the driver exit the vehicle and perform the Standardized Field Sobriety Tests. The tests were conducted, and signs of impairment were observed. The driver was requested to provide a breath sample for the Preliminary Breath Test but refused. Based upon the signs of impairment, the driver was arrested for OWI 5<sup>th</sup>. The driver refused the legal blood draw, and a search warrant was applied for. A Monroe County Circuit Court Judge was contacted, and the search warrant was granted. The blood draw was successfully completed. The driver was then transported to jail.

#### PERSONNEL COMPLAINTS

May Complaints = 1 Year-To-Date Personnel Complaints = 2

#### EMPLOYEE LISTING BY DATE OF HIRE

#### May 31, 2024

Admin. Asst. Rhonda Culpitt	12/12/1994
Chief Scott Holum	05/02/1999
Officer Melanie Marshall	05/28/2000
Lieutenant Paul Sloan	05/13/2001
Investigator Brittnay Westpfahl	01/16/2005
Assistant Chief Eric Pedersen	07/09/2005
Officer Steven Keller	08/14/2005
Lieutenant Jarrod Furlano	01/13/2008
Sergeant Adam Perkins	09/04/2011
Sergeant Brandon Kuhn	10/12/2015
Sergeant Wilbert Steinborn	08/19/2018
Sergeant Cody Paulson	09/24/2018
Police Clerk Ashley Bankhead	03/11/2019
Sergeant Delaney Goodenough	06/02/2019
Police Clerk DeAnn Batten	06/17/2019
Officer Alexander Brueggeman	12/08/2019
Investigator Lindsey Stoughtenger	01/24/2021
Officer Jayden Olson	07/11/2021
Evidence Tech Mark Nicholson	08/08/2021
Officer Justice Blackhawk	10/10/2021
Officer Audra Gomez	06/01/2022
Officer John Reigel	06/12/2022
Officer Brandon Bellacero	01/01/2024

# 2024 OPERATING WHILE INTOXICATED STATISTICS

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×	0.238				×			≤	37	#24-0481
×							×	Z	23	#24-0417
	0.188				×			ור	ដ	#24-0398
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×	0.344				×			TI	43	#24-0255
	0.152						×	TI	30	#24-0196
	0.021						×	Ζ	38	#24-0176
	0.116						×	Z	23	#24-0166
	0.184						×	≤	26	#24-0165
	0.295						×	S	26	#24-0029
	0.160						×	TI	36	#24-0002
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C REFUSAL ACCIDENT	BAC RSC	6TH 7TH 8TH 9TH 10TH	5TH	4TH	3RD	2ND	ist	SEX	AGE	CASE#



#### **TOPD Monthly Report**

Printed on June 1, 2024

: Total: 2

911: 911 CHECK Total: 13

911HANG: 911 ABANDONED Total: 23

911OPEN: 911 OPEN LINE Total: 26

ACC PD: ACCIDENT WITH PROPERTY DAMAGE Total: 22

ACC PI: ACCIDENT WITH INJURIES Total: 4

ACC UNK: ACCIDENT UNKNOWN INJURIES Total: 1

ALARM: ALARM - HOLDUP OR BURGLARY Total: 15

AMBULANCE: AMBULANCE CALL Total: 63

ANIMAL: ANIMAL COMPLAINT/NOT A BITE Total: 41

**ASSIST: ASSIST OTHER AGENCY Total: 11** 

ATL: ATTEMPT TO LOCATE Total: 7

**BATTERY: BATTERY/ASSAULT Total: 4** 

BIKE: ABANDONED/FOUND BICYCLE Total: 2

**BITE: ANIMAL BITE Total: 3** 

**BOND: BOND CONDITIONS Total: 1** 

**BUILD CHK: BUILDING CHECK Total: 2** 

CHILD: CHILD ABUSE/NEGLECT Total: 1

CIT ASST: CITIZEN ASSIST Total: 62

COMMITMENT: INVOLUNTARY COMMITMENT/CHAPTER Total: 2

COMMUNITY RELATIONS: COMMUNITY RELATIONS Total: 30

COURT ORDER: VIOLATION OF COURT ORDER Total: 5

CROSS GUARD: CROSSING GUARD DUTY BY OFFICER Total: 4

CUSTODY: CHILD CUSTODY ISSUE Total: 4

**DAMAGE: DAMAGE TO PROPERTY Total: 6** 

**DEATH: DECEASED SUBJECT Total: 2** 

**DISTURB: DISTURBANCE Total: 13** 

**DOMESTIC: DOMESTIC DISTURBANCE Total: 3** 

DRUG: DRUG INFO/COMPLAINTS Total: 9

**ENTRY: ENTRY TO VEH OR DWELLING Total: 2** 

**ESCORT: ESCORT Total: 1** 

**EXTRA: EXTRA PATROL Total: 22** 

FIGHT: FIGHT Total: 3

FIRE ALARM: FIRE ALARM Total: 13

FIRE: FIRE Total: 2

FIREWORKS: UNLAWFUL USE OR POSSESSION OF FIREWORKS Total: 2

FOLLOWUP: FOLLOWUP/INTERVIEW TO PREVIOUSLY INCIDENT Total: 54

FRAUD: FRAUD Total: 9

HARASS: HARASSMENT Total: 15

**INFO: GENERAL INFORMATION CALL Total: 10** 

LITTERING: LITTERING OR UNLAWFUL DUMPING Total: 2

**MISSING: MISSING PERSON Total: 4** 

**MOTOR ASSIST: MOTORIST ASSIST Total: 24** 

NOISE: NOISE OR LOUD PARTY COMPLAINT Total: 3

**OWP: OUT WITH PARTY Total: 64** 

PAPER: PAPER SERVICE Total: 3

**PARKING: PARKING COMPLAINT Total: 18** 

PHONE CALL: MAKE/RECEIVE PHONE CALL Total: 86

PROPERTY: FOUND/LOST/RECOVERED PROPERTY Total: 38

PUBWKS: DPW/STREETS/SEWER/UTILITIES CALLS Total: 1

**RUNAWAY: JUVENILE RUNAWAY Total: 1** 

SEX OFFENSE: SEX OFFENSE Total: 5

SHOTS: POSSIBLE SHOTS FIRED Total: 1

SIGN/SIGNAL: ROAD SIGN/SIGNAL DOWN OR NEEDS REPAIR Total: 4

SUSPICIOUS: SUSPICIOUS ACTIVITY Total: 37

THEFT: THEFT Total: 32

**THREATS: THREATS COMPLAINT Total: 11** 

TRAFFIC CNTL: BLOCKING/DIRECTING TRAFFIC Total: 1

TRAFFIC COMP: TRAFFIC/DRIVING COMPLAINT Total: 32

**TRAFFIC HZRD: TRAFFIC HAZARD Total: 10** 

TRAFFIC STOP: TRAFFIC STOP Total: 217

TRESPASS: TRESPASSING Total: 6

**TRUANCY: TRUANCY COMPLAINT Total: 10** 

TWJ: TROUBLE WITH JUVENILE Total: 24

TWP: TROUBLE WITH PARTY Total: 46

UNDERAGE: UNDERAGE PARTY/DRINK/TOBACCO Total: 10

VEH RECOVER: RECOVERED STOLEN VEHICLE Total: 1

**WELFARE: WELFARE CHECK Total: 59** 

Total Records: 1264

ORDINANCE NO
Ordinance Amending Chapter 16 of the City of Tomah Municipal Code
The Common Council of the City of Tomah, Monroe County, Wisconsin, do ordain as follows:

**SECTION ONE: Section 16-1 Joint action emergency government** is hereby amended to read as follows:

A joint action ordinance of the county board providing for a county-municipal joint action emergency government plan of organization adopted by the county board on September 6, 1972, has been ratified and accepted by the city. This ratification and acceptance of the Joint Action Ordinance shall constitute a mutual agreement between the city and the county as provided by section VIII of the Joint Action Ordinance, and as amended by Res. No. 04-24-04 on April 24, 2024.

**SECTION TWO: 16-2 County emergency management coordinator** is hereby amended to read as follows:

The county emergency management coordinator, appointed and employed by the county board as provided in the referred-to ordinance, as amended, is hereby designated and appointed emergency management coordinator for the city, subject to the duties, conditions, and provisions set forth in the state statutes and the Monroe County Joint Action Emergency Management Ordinance, as amended. The decision-making authority as it relates to emergency responses, which are not otherwise considered emergency management as defined in sec. 323.02(8) of the state statues, shall remain with the City.

**SECTION THREE:** All ordinances in conflict with the foregoing are hereby repealed.

**SECTION FOUR:** This ordinance shall take effect upon passage and publication.

	Paul Dwyer, Mayor	
ATTEST:		
Rebecca Weyer, Clerk		
READ:		
PASSED:		
PUBLISHED:		



# RECREATION PARK EMERGENCY OPERATIONS PLAN

**AMENDED JUNE 18, 2024** 

# INTRODUCTION

The complexity of an event on various sizes at Recreation Park requires the full support of the Monroe County Ag Society, NTPA, Law Enforcement, Fire, EMS agencies and other event organizers. The implementation of this plan will play an integral part in the success of the potential emergency incidents. This emergency operations plan is to serve as a guide to assist in all who participate in the incident process.

Participating Emergency Service Organizations include:

- Tomah Police Department
- Tomah Fire Department
- Tomah Area Ambulance Service
- Monroe County Emergency Management
- Monroe County Sheriff's Office
- Oakdale Fire Department

# **AREAS OF CONCERN**

Vendor Areas

Parking Lot east of Butts Ave.

Barns (Fair)

Animals

Pits (Tractor Pull)

Hot Pit and Track (Tractor Pull)

Campground

## **EMERGENCY OPERATING PROCEDURES**

### **Acts of Nature (Weather)**

If hazardous weather affects the area, it may be difficult to offer shelter to all attendees. Event organizers and attendees will be best served by being vigilant to weather conditions and proactively moving to available buildings for shelter as soon as a threat is determined.

#### **Monitoring & Notification:**

- Prior to the event date, Monroe County Emergency Management will be in contact with the National Weather Service (NWS) and begin to advise event organizers of any hazardous weather that may affect the event at Recreation Park
- Upon the threat of severe weather, Monroe County Emergency Management, Tomah Police, and Tomah Public Safety Director/Fire Chief and event organizers will be continuously briefed by the NWS.
- Weather will be monitored via on-scene equipment located in the fair office. NWS forecasters are available for 24/7 weather support at 608-784-8292.
- After all Public Safety personnel have been briefed, announcements will be made via the on-site PA system and different social media platforms.

#### Plan of Action:

#### Severe Thunderstorm/Tornado Warning:

The safest place to be in a thunderstorm is in a sturdy building. Hard topped vehicles are also an option if neither extreme winds nor a tornado are expected.

- On-site staff and attendees will be notified via the PA system of the storm. If there is a severe thunderstorm with winds greater than 70 miles per hour or a tornado warning issued the outdoor weather siren will also sound. Provided, however, during events where animals are predominately featured, the City of Tomah Public Safety Director/Fire Chief or his/her designee shall have the authority to direct that other available methods of notification (other than the weather siren) are utilized to avoid causing unnecessary alarm to the animals which in turn could create safety concerns for participants and/or attendees.
- If a tornado warning is issued to include the area of Recreation Park, an evacuation order will be given by either the City of Tomah Public Safety Director/Fire Chief or his/her designee, or the City of Tomah Police Department.
- Event organizers will notify attendees of the impending weather event and recommend taking shelter in one of the various buildings on the Recreation Park grounds.
  - Shelter Locations on Recreation Park are the white Exhibit Building located directly behind the grandstands on the west end of the park.
  - The Ice Center which is located behind the gold building used for vendors.
  - The Gold Building even if vendors are set-up in this area can still be used for temporary shelter.

#### **Heavy Winds:**

- In the event of winds greater than 40 MPH, the event organizer will make an announcement that heavy winds are expected.
- An announcement by event organizer should be made for vendors and other people on-site to anchor and secure any tents or other light weight items to prevent flying projectiles.

#### **Lightning:**

- On-site personnel will be monitoring incoming storms that contain lightning.
- Once lightning has been confirmed anywhere within 8 miles of Recreation Park, an announcement will be made via the PA to alert attendees of the event and recommend taking shelter in one of the various buildings on-site listed above.
- If the storm warrants, evacuation of the grandstands may become necessary. This will be a decision based on information from the NWS and local public safety officials. The determination to evacuate shall be made by as determined by the City of Tomah Public Safety Director/Fire Chief or his/her designee, or the City of Tomah Police Department.
- Once the storm has passed and lightning has cleared the 8 mile radius, another announcement will be made for the all clear.

#### **Campground Notifications:**

- In the event of severe weather or other event that affects the safety
  of the campground location, notifications will be made via PA
  system from emergency services or other available methods of
  notification.
- Law enforcement will travel through the campground roads with the siren activated for the first round and then make a PA notification of severe weather on the second round.
- Those staying in the campground can go to the main Recreation Park area to take shelter in either the white Exhibit Building or the Ice Center
- Security staff will be available to unlock the buildings needed for sheltering.

	RESOLUTION NO.	
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#### RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED \$2,640,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2024A

WHEREAS, on May 28, 2024, the Common Council of the City of Tomah, Monroe County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes, Series 2024A (the "Notes") for public purposes, including paying the cost of facility improvements, including to the Police Station, City Hall, Street Shop and Senior Center, street improvements, parks improvements, including for Tomah Ice Center, the acquisition of equipment for the Parks and Recreation Department and the acquisition of two squad cars for the Police Department (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is in the best interest of the City to direct its financial advisor, Ehlers & Associates, Inc. ("Ehlers"), to take the steps necessary for the City to offer and sell the Notes at public sale and to obtain bids for the purchase of the Notes; and

WHEREAS, in order to facilitate the sale of the Notes in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to each of the City Treasurer and the City Clerk (each an "Authorized Officer") of the City the authority to accept on behalf of the City the bid for the Notes that results in the lowest true interest cost for the Notes (the "Proposal") and meets the terms and conditions provided for in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project, the City is authorized to borrow pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed TWO MILLION SIX HUNDRED FORTY THOUSAND DOLLARS (\$2,640,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 17 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed TWO MILLION SIX HUNDRED FORTY THOUSAND DOLLARS (\$2,640,000). The purchase price to be paid to the City for the Notes shall not be less than 98.75% nor more than 107.0% of the principal amount of the Notes.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2024A"; shall be issued in the aggregate principal amount of up to \$2,640,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that: (a) the Authorized Officer shall determine the amount of principal due in the year 2025 so that the amount the City is required to levy in the year 2024 to pay debt service on all general obligation debt, including the Notes, in the year 2025 will be approximately \$2,065,000; (b) the principal amount of each maturity or mandatory redemption amount in the years 2026-2044 may be increased or decreased by up to \$50,000 per maturity or mandatory redemption amount and (c) the aggregate principal amount of the Notes shall not exceed \$2,640,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$2,640,000.

<u>Date</u>	Principal Amount
05-01-2025	\$175,000
05-01-2026	120,000
05-01-2027	120,000
05-01-2028	120,000
05-01-2029	120,000
05-01-2030	115,000
05-01-2031	120,000
05-01-2032	120,000
05-01-2033	125,000
05-01-2034	125,000
05-01-2035	125,000
05-01-2036	130,000
05-01-2037	130,000
05-01-2038	135,000
05-01-2039	135,000
05-01-2040	135,000
05-01-2041	140,000
05-01-2042	145,000
05-01-2043	150,000
05-01-2044	155,000

Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2025. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 5.25%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes shall be subject to optional redemption as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

<u>Section 4. Form of the Notes</u>. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as <u>Exhibit B</u> and incorporated herein by this reference.

#### Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2024 through 2043 for the payments due in the years 2025 through 2044 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

#### Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2024A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the

proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

<u>Section 10. Designation as Qualified Tax-Exempt Obligations</u>. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 17. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 18. Official Statement. The Common Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 19. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

<u>Section 20. Record Book.</u> The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 22. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 18, 2024.

ATTEST:	Paul Dwyer Mayor	
Rebecca Weyer City Clerk		
,		(SEAL)

#### **EXHIBIT A**

#### APPROVING CERTIFICATE

The undersigned of the City of Tomah, Monroe County, Wisconsin (the "City"), hereby certifies that:

- 1. <u>Resolution</u>. On June 18, 2024, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$2,640,000 General Obligation Promissory Notes, Series 2024A of the City (the "Notes") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.
- 2. <u>Proposal; Terms of the Notes.</u> On the date hereof, the Notes were offered for public sale and the bids set forth on the Bid Tabulation attached hereto as <u>Schedule I</u> and incorporated herein by this reference were received. The institution listed first on the Bid Tabulation (the "Purchaser") offered to purchase the Notes in accordance with the terms set forth in the Proposal attached hereto as <u>Schedule II</u> and incorporated herein by this reference (the "Proposal"). Ehlers & Associates, Inc. recommends the City accept the Proposal. The Proposal meets the parameters and conditions established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$\_\_\_\_\_\_\_\_, which is not more than the \$2,640,000 approved by the Resolution, and shall mature on May 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule III and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes (i) has been determined by me for the year 2025 so that the amount the Village is required to levy in 2024 to pay debt service on all general obligation debt, including the Notes, in the year 2025 will be approximately \$2,065,000 and (ii) is not more than \$50,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below in the years 2026-2044:

<u>Date</u>	Resolution Schedule	Actual Amount
05-01-2025	\$175,000	\$
05-01-2026	120,000	
05-01-2027	120,000	
05-01-2028	120,000	<del></del>
05-01-2029	120,000	
05-01-2030	115,000	
05-01-2031	120,000	<del></del>
05-01-2032	120,000	<del></del>
05-01-2033	125,000	<del></del>
05-01-2034	125,000	
05-01-2035	125,000	<del></del>
05-01-2036	130,000	

05-01-2037	\$130,000	\$
05-01-2038	135,000	
05-01-2039	135,000	
05-01-2040	135,000	
05-01-2041	140,000	
05-01-2042	145,000	
05-01-2043	150,000	
05-01-2044	155,000	

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is \_\_\_\_\_\_%, which is not in excess of 5.25%, as required by the Resolution.

- 3. <u>Purchase Price of the Notes</u>. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$\_\_\_\_\_\_, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 98.75% nor more than 107.0% of the principal amount of the Notes, as required by the Resolution.
- 4. Redemption Provisions of the Notes. The Notes maturing on May 1, \_\_\_\_\_ and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, \_\_\_\_ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]
- 5. <u>Direct Annual Irrepealable Tax Levy</u>. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule IV.
- 6. <u>Preliminary Official Statement</u>. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

7. <u>Approval</u>. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrepealable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on June 27, 2024 pursuant to the authority delegated to me in the Resolution.

Molly Powell City Treasurer ]

Rebecca Weyer City Clerk ]



# SCHEDULE I TO APPROVING CERTIFICATE

# **Bid Tabulation**

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.



# SCHEDULE II TO APPROVING CERTIFICATE

# **Proposal**

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.



# SCHEDULE III TO APPROVING CERTIFICATE

# **Pricing Summary**

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.



# SCHEDULE IV TO APPROVING CERTIFICATE

# Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.



# SCHEDULE MRP

# **Mandatory Redemption Provision**

mandatory redemption price equal to One Hundre interest to the date of rede	May 1,, and (the "Term or to maturity by lot (as selected by the I ed Percent (100%) of the principal amount mption, from debt service fund deposits deem on May 1 of each year the respection	Depository) at a redemption nt to be redeemed plus accrued which are required to be made
	For the Term Bonds Maturing on Ma	ny 1, 20
	lemption  Date  —	Amount \$(maturity)
	_	
	For the Term Bonds Maturing on Ma	<u>ny 1, 20</u>
	lemption Date	Amount \$ (maturity)
	For the Term Bonds Maturing on Ma	ny 1, 20
	lemption  Date  For the Term Bonds Maturing on Ma	Amount \$ (maturity)  ay 1, 20
	lemption Date	Amount \$

\_\_\_\_\_ (maturity)]

#### **EXHIBIT B**

(Form of Note)

	UNITED STATES OF AMERICA	
REGISTERED	STATE OF WISCONSIN	<b>DOLLARS</b>
	MONROE COUNTY	
NO. R	CITY OF TOMAH	\$
GENERAI	L OBLIGATION PROMISSORY NOTE, SERIES 2024A	
MATURITY DATE:	ORIGINAL DATE OF ISSUE: INTEREST RATE:	CUSIP:
May 1,	July 16, 2024%	
DEPOSITORY OR ITS N	NOMINEE NAME: CEDE & CO.	
		_
PRINCIPAL AMOUNT:	THOUSAND DOLLARS	8
	(\$)	

FOR VALUE RECEIVED, the City of Tomah, Monroe County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2025 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$2,640,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of facility improvements, including to the Police Station, City Hall, Street Shop and Senior Center, street improvements, parks improvements, including for Tomah Ice Center, the acquisition of equipment for the Parks and Recreation Department and the acquisition of two squad cars for the Police Department, as authorized by a

resolution adopted on June 18, 2024, as supplemented by an Approving Certificate, dated \_\_\_\_\_\_\_, 2024 (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on May 1, 20\_\_ and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 20\_\_ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the Resolution, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent

duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Tomah, Monroe County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

	CITY OF TOMAH MONROE COUNTY, WISCONSIN
	By:
	Paul Dwyer
(SEAL)	Mayor
	By:
	Rebecca Weyer
	City Clerk

Date of Authentication:		,
-------------------------	--	---

### CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the City of Tomah, Monroe County, Wisconsin.

BOND TRUST SERVICES CORPORATION, ROSEVILLE, MINNESOTA

By\_\_\_\_\_\_Authorized Signatory

# <u>ASSIGNMENT</u>

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name an	nd Address of Assignee)
(Social Security or oth	ner Identifying Number of Assignee)
the within Note and all rights thereunder a	and hereby irrevocably constitutes and appoints, Legal Representative, to transfer said Note on
the books kept for registration thereof, wi	th full power of substitution in the premises.
Dated:	
Signature Guaranteed:	
(e.g. Bank, Trust Company or Securities Firm)	(Depository or Nominee Name)
	NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.
(Authorized Officer)	

#### STAFF COMMITTEE PREPARATION REPORT

#### Agenda Item:

Renewal of "Class B" Liquor & Class "B" Fermented Malt Beverage Licenses

Renewal of Class "B" Fermented Malt Beverage Licenses

Renewal of "Class C" Wine Beverage Licenses

# **Summary and Background Information:**

(Appropriate Documentation Attached)

See attached list of annual alcohol license renewal applications. All licenses are for the period July 1, 2024 to June 30, 2025.

#### **Fiscal Note:**

To date, the total revenue generated to the City of Tomah by the issuance of these licenses, which includes alcohol licenses, cabaret licenses, cigarette/tobacco licenses, amusement operated devices, and publication fees, is \$3,300.

#### **Recommendation:**

The license applications and background checks have been reviewed and completed. It is requested that the Committee of the Whole recommend the Common Council approve the issuance of the alcohol license renewals for the license period of July 1, 2024 through June 30, 2025.

Respectfully submitted by:

Nicole Jacobs

Committee: Committee of the Whole & Common Council

Meeting Date: June 17 & 18, 2024

# CITY OF TOMAH NOTICE OF APPLICATION FOR RENEWAL BEER AND/OR LIQUOR LICENSES FOR THE LICENSE PERIOD OF: 7/1/2024 – 6/30/2025

# The following have applied for "Class B" Liquor and Class "B" Fermented Malt Beverage Licenses in the City of Tomah:

- 1. M&M Vending Amusements, LLC DBA The Bank Bar at 1015 Superior Ave
- 2. The Crow Bar, LLC. The Crow Bar at 1206 Superior Ave
- 3. Elmer W Grassman Post No. 201 DBA American Legion Post 201 at 800 Wisconsin Ave
- 4. T & J Hospitality LLC DBA Cran-Beary Pub at 319 Wittig Rd
- 5. T & J Hospitality LLC DBA Taphouse Twenty 201 Helen Walton Dr., Ste. 1

# The following have applied for a Class "B" Fermented Malt Beverage License in the City of Tomah:

- 1. Area Community Theatre Inc. at 907 Kilbourn Ave
- 2. Lena's Cuisine DBA China Buffet at 115 W McCoy Blvd

#### The following have applied for a "Class C" Wine License in the City of Tomah:

1. Area Community Theatre Inc. at 907 Kilbourn Ave

Nicole Jacobs, Deputy City Clerk, Tomah, WI

License Fee:	\$55.00

Date Received: <u>05/29/24</u>

eceipt #:_	90000	42	Item 11.
CCCIPL T	100		

# **CITY OF TOMAH**

# APPLICATION FOR SPECIAL EVENT OUTDOOR CABARET LICENSE

(MUST HAVE LICENSE POSTED ON PREMISE BEFORE BEGINNING EVENT)
Local Pool Name: North American Santon Association
Legal/Real Name: North American Squire Association  Address of above: PO Box 173 Toma WI 54660
Trade name of business:
Address of premises to be licensed: Winkbayo Park
Address of premises to be licensed.
Business phone number: $608-343-7234$
Date of Event:
Description (Location) of Event Area:  All of Winne bays Park
Stuge will be in the baseball fre
Number of People Attending the Event: 5,000
Premises are owned by: City of Tonch
Address of owner: 819 Syper Ave
Name of manager (First, Middle & Last): Duve Stutemen
Home address of manager: 21601 Knollubol RD Kendall W1 54638
Phone number: Daytime Home Same
Date of Birth:
Other business to be conducted upon the premises:
Other business to be conducted upon the premises:    I's games, raffles, Music  Nature of entertainment: Free Family Festival.
2 Bands, Lumberjack show
The above hereby makes application for a license to operate a Special Event Outdoor Cabaret at the above address within the City of Tomah pursuant to provisions of Chapter 6 of the Code of Ordinances for the City of Tomah.
ATTACH DETAILED DESCRIPTION OF EVENT AREA <b>AND</b> ATTACH A DIMENSIONAL DRAWING. Detailed description and dimensional drawing <b>MUST</b> include dimensions of area, where the fencing will be placed, where entrance(s) and exit(s) will be and size of each, dimensions of tent (if a tent is used), and placement of port-a-potties.
Le Say 5/2/24
(Signature of applicant) (Date)
INSURANCE REQUIRED MUST BE SUBMITTED WITH THE APPLICATION  Prior to the issuance of the Special Event Outdoor Cabaret License, the applicant shall furnish evidence of a liability insurance policy in amounts of not less than \$1,000,000 aggregate coverage, and shall be in force and effect at the time such event is to take place. Said policy shall be endorsed naming the City of Tomah as additional insured in connection with said event. If an entity is self-insured, it must provide evidence of alternative proof of coverage, in a form acceptable to the City Clerk.  Note: The certificate of insurance must describe the event and the additional insured endorsement must accompany the certificate.
OFFICE USE ONLY: cc: Inspection Dept., Police Chief & Fire Chief Upon Receipt of Application
La TH
Inspection Dept. Initials Police Dept. Initials Fire Chief Initials
Attach list of all property owners within 200 feet of the proposed licensed premises.
Granted: License #:

Item 11.

# PERSONAL DATA SHEET (PLEASE PRINT ALL INFORMATION)

Each Officer AND Manager/Person in Charge must complete all the information and must indicate if they have been convicted of any of the following within the last ten (10) years: a felony, a misdemeanor, a statutory violation punishable by forfeiture or a county or municipal ordinance violation. If none, write "none".

		- c 1	2	$\sim$ $\prime\prime$
Name of Manager/F	Person in Charge:	>mtzw	UNST FIRST & FILL M	IDDI E NAME)
Home Address:	21601 Knollw	OS O PA	Lendall  PRESS, CITY, STATE & ZI	Darrell  Diddle NAME)  WI 54660  P)
Date of Birth:	Home Ph	one:	Daytim	re Phone:
Violations:	one.			
Name of Officer: ρ	resident SAME AS	ABOVE (LAST, FIRST	& FULL MIDDLE NAME)	
Home Address:		(STREET ADD	RESS, CITY, STATE & ZI	P)
				e Phone:
Violations:				
* %				
Name of Officer:		(LAST, FIRST	& FULL MIDDLE NAME)	
Home Address:		(STREET ADD	RESS, CITY, STATE & ZI	P)
Date of Birth:	Home Ph			e Phone:
Violations:				
Name of Officer:		(LAST, FIRST	& FULL MIDDLE NAME)	
Home Address:			RESS, CITY, STATE & ZI	D
Date of Birth:	Home Ph	one:		e Phone:
Name of Officer:				
			& FULL MIDDLE NAME)	
Tione Address.		(STREET ADD	RESS, CITY, STATE & ZI	
Date of Birth: Violations:	Home Ph	one:	Daytim	e Phone:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/D

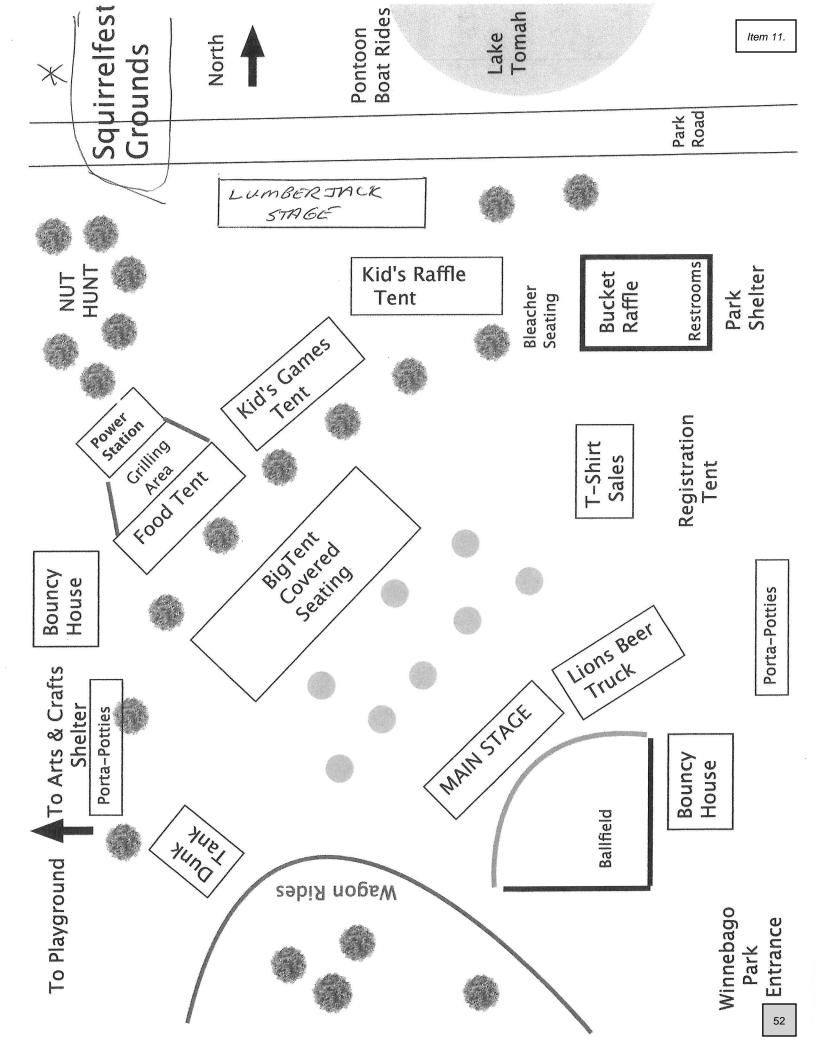
05/20/24

Item 11.

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).

th	his certificate does not confer rights to	the	certi	ficate holder in lieu of su	ch end	lorsement(s)				
	DUCER				CONTAC NAME:	CT Jerry De				
	NEFIT ADVISORS INSURANCE AGEN	CY		İ	PHONE (A/C, No	Ext):	74 A16 2 3	FAX (A/C, No):		
	25 Sunset Lane	•			E-MAIL ADDRES	SS. CONTROL	iboercobalas			
					ADDITE		URER(S) AFFOR	DING COVERAGE		NAIC#
Lac	Crosse, WI 54601				INCHE			surance Company		
	IDEB.						Jila Islacaai III	outained company		
INSU				. Los	INSURE					
	North American Squirrel As	SOCI	ation	i, Inc	INSURE					
	P.O. Box 186				INSURER D:					
					INSURE					
	Holmen			WI 54636	INSURE	RF:		DEMOION NUMBER.		
CO	VERAGES CERT HIS IS TO CERTIFY THAT THE POLICIES	rific	CATE	NUMBER:	VE DEE	N ICCUED TO		REVISION NUMBER:	HE DOI	ICY PERIOD
IN	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY F XCLUSIONS AND CONDITIONS OF SUCH F	QUIF	REME	NT, TERM OR CONDITION THE INSURANCE AFFORD	of an Ed by	Y CONTRACT THE POLICIE	S DESCRIBE	DOCUMENT WITH RESPE	CITO	WHICH INIS
INSR LTR	The state of the s	ADDL	SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	S	
LTR		INSD	WVD	POLICT NUMBER		(4111)	(4000001111)	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	4 600 500
Α				A758008 15		03/05/24	03/05/25	PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			1	GENERAL AGGREGATE	\$	1,000,000
	POLICY PRO- JECT LOC						1	PRODUCTS - COMP/OP AGG	\$	1,000,000
	OTHER:							COMPINED ONIOLE LIMIT	\$	
	AUTOMOBILE LIABILITY							(Ea accident)	\$	1,000,000
	ANY AUTO							BODILY INJURY (Per person)	\$	
Α	OWNED SCHEDULED AUTOS			A758008 15		03/05/24	03/05/25	BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
	/ NOTOG ONE!						Ì		\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE				1			AGGREGATE	\$	
	DED RETENTION \$								\$	
	WORKERS COMPENSATION							PER OTH- STATUTE ER		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A			1		[	E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		
	DESCRIPTION OF OPERATIONS DEIOW									
										1
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedu	le, may b	e attached if more	e space is require	ed)		
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		-			CANO	ELI ATION				
CEI	RTIFICATE HOLDER	- Andrewson			CANC	ELLATION				
	North American Squirrel As P.O. Box 186	soci	ation	ı, Inc.	THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL Y PROVISIONS.	ANCEL BE DE	LED BEFORE LIVERED IN
	Holmen, WI 54636				AUTHOR	RIZED REPRESEN	NTATIVE			
			Brooke Shufflebotham							



#### STAFF COMMITTEE PREPARATION REPORT

#### Agenda Item:

Special Event Outdoor Cabaret Licenses for North American Squirrel Association for Winnebago Park located on Brandon St. in Tomah, WI for an event on July 6th of 2024.

#### **Summary and Background Information:**

(Appropriate Documentation Attached)

David Stutzman DBA North American Squirrel Association is applying for a Special Event Outdoor Cabaret License for Winnebago Park on Brandon St. for a free family festival, Squirrel Fest, to be held on July 6, 2024. Two live bands and a lumberjack show will perform during this event. Local organizations will be selling food and drinks. Many children's games will provide additional activities for this free community event. The application, a diagram and certificate of insurance are attached for review.

#### **Fiscal Note:**

The City receives \$55 for each Special Event Outdoor Cabaret License. The revenue generated to the City of Tomah by issuance of this license is \$55.

#### Recommendation:

It is requested that the Committee of the Whole review the application and make a recommendation for the Common Council to approve the Special Event Cabaret License for Squirrel Fest, their event held on July 6, 2024 in Winnebago Park.

Respectfully submitted by:

Mindy M. Scholze

Committee: Committee of the Whole & Common Council

Meeting Date: June 17 & 18, 2024

Item 12.

Procedure for recommendations on actionable items to the City Council/Committee of the Whole

Recommendations should come to the SET from all boards, commissions and committees, with the exception of the Committee of the Whole.

Staff report approved or draft minutes from the meeting in which the recommendation was made, should be provided with the recommendation. Those recommendations need to be forwarded to the SET by the 1st Tuesday of the month. The SET will review, and either request more information or forward onto the Committee of the Whole or the City Council with the reviewed documents.

Department Head to communicate to their boards, commissions, committees and Council.

	Molly Powell
Recommendation from:	
Minutes/staff report attached	Yes □ No□
	Multiple wage accounts
Budget account:	
Staff responsible for implementation:	Molly Powell
	No economic impact
Economic impact:	
Leonomic impact.	
	N/A
Zoning/rezoning issues:	
Supports organizational goals	Yes X No□
Questions from SET:	
Questions from SET.	
Grants pursued/opportunity pursued:	
Reviewed by SET	Yes □ No□
•	
2.3	, lula
Initialed by:BW	<i>ω</i>

# STAFF COMMITTEE PREPARATION REPORT

Agenda Item:
Tomah Transit Procurement Policy
Summary and Background Information:
As part of our compliance review for Tomah Transit, the DOT asked that we adopt the attached Procurement Policy for Tomah Transit. This policy is in compliance with the FTA and DOT requirements for procurement and keeps us eligible for federal and state grants.
Recommendation:
Adopt as recommended by DOT officials.
Molly Powell
Department Head/Director Date

Committee of the Whole and/or Common Council

June 11, 2024

Committee:

Meeting Date(s):

# CITY OF TOMAH TOMAH TRANSIT FTA PROCUREMENT POLICY

**JUNE 18, 2024** 

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#### 1. INTRODUCTION

#### 1.1. Purpose

This policy establishes guidelines and minimum standards that Tomah Transit will use in the management of its third party contracts. This manual is intended to ensure that Tomah Transit complies with Federal Transit Administration (FTA) and the Wisconsin Department of Transportation's standards to ensure full and open competition and equitable treatment of all potential sources for all purchases made with funding derived from the Federal, state, and local governments. In all purchasing activity, the goal of Tomah Transit is to ensure maximum open and free competition consistent with:

- FTA Circular 4220.1F "Third Party Contracting Guidance" or latest version thereof;
- 2 CFR § 200.317 200.326
- WISDOT State Management Plan.

#### 1.2. Applicability

This manual applies to all procurements undertaken and financed, in whole or in part, with FTA financial assistance provided to Tomah Transit to support **open market procurements**. An open market solicitation is used to purchase a good or service by soliciting from any available source. Most grantee procurement activity will be undertaken on the open market. Open market procurements exclude:

- Employment Contracts;
- Real Estate Contracts; and
- Intergovernmental Agreements.

The goal of this procurement policy is to provide an atmosphere in which all procurement transactions will be conducted in a manner providing full and open competition. Tomah Transit will avoid the following situations considered to be restrictive of competition:

- Application of unreasonable requirements placed on firms in order for them to qualify to do business;
- Imposition of geographic preference standards in the selection of vendors;
- Imposition of unnecessary experience and excessive bonding requirements;
- Use of noncompetitive pricing practices between firms or between affiliated companies;
- Employment of noncompetitive awards to any person or firm on retainer contracts;
- Failure to recognize organizational conflicts of interest, which means that because of other
  activities, relationships, or contracts, a contractor is unable, or potentially unable, to render
  impartial assistance or advice to the grantee; a contractor's objectivity in performing the
  contract work is or might be otherwise impaired; or a contractor has an unfair competitive
  advantage;
- Use of "brand name" specifications without listing its salient characteristics and not allowing "an equal" product to be offered; and
- Any arbitrary action in the procurement process.

Tomah Transit will conduct procurements in a manner that does not give in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not pre-empt Wisconsin licensing laws from being considered in those disciplines that are regulated by the State of Wisconsin. Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services if an appropriate number of qualified firms, given the nature and size of the project, are able to compete for the contract.

#### 1.3. Third Party Contracting Capacity

FTA regulations (2 CFR § 200.319(c) and FTA Circular 4220.1F, Chapter III, § 3a) requires Tomah Transit to have written procurement procedures. This policy is designed to meet FTA and WISDOT's requirements in this regard.

#### 1.4. Relationship to Other City Policies

The purpose of these purchasing policies and procedures are two-fold. First, the City has established these policies and procedures to conform to the provisions of Federal procurement regulations that govern the City's use of FTA and WISDOT funds. Second, these policies and procedures assure that materials, supplies, services and equipment required for efficient and effective operation of the transit program are procured with regard to an analysis of price, quality, quantity, terms and delivery specifications. These policies and procedures pertain only to the City's purchases made with FTA funds for the transit program; purchases with local funds and for purposes other than transit should follow the applicable Wisconsin Revised Statues.

These policies may not answer all questions related to purchasing; if any employee of Tomah Transit has a question regarding these procedures, WISDOT should be contacted for clarification and guidance.

When Tomah Transit undertakes any purchase utilizing FTA funds, this policy shall supersede any existing purchasing policy promulgated by the City. When any conflict exists between this policy and the existing policies of the City, the procedures in this policy shall prevail. If any employee of Tomah Transit determines that a conflict exists between these policies and state and local law, Tomah Transit shall contact WISDOT and communicate the conflict.

#### 2. CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

#### 2.1. Purpose

Federal grant management rules (2 CFR § 200.318(c)(1)) require each recipient to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. This policy must address:

- Personal conflicts of interest
- Gifts; and
- Violations.

#### 2.2. Definition of Key Terms

As used herein, the following definitions apply:

**Conflict of Interest** – A situation in which an employee, alderperson, officer, or agent has a private or personal interest sufficient to appear to influence the objective exercise of his or her official duties. A conflict of interest represents a divergence between a person covered by this policy and their private interests and their professional obligations to the Tomah Transit such that an independent observer might reasonably question whether the individual's professional actions or decisions are determined by considerations of personal gain, financial or otherwise.

**Financial Interest** – An officer, agent, alderperson, his or her partner, employee, or their immediate family, is considered as having a financial interest in a company if: they receive more than \$10,000 in consulting income, salaries, or equity in the company; they have more than 5 percent equity in the company; they have intellectual property rights in or receive royalties from the company; or they serve as a director, officer, partner, trustee, manager or employee of the company.

**Immediate Family** – Immediate family includes an employee's spouse, grandparent, parent, brother, sister, child or grandchild, his or her partner.

#### 2.3. Applicability

No employee, elected official, agent, or other individual under an employment contract with City of Tomah, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when any of those previously listed individuals has a financial or other interest in the firm selected for award.

#### 2.4. **Gifts**

Any contractor, subcontractor, or supplier who has a contract with the City; has performed under such a contract within the past year; or anticipates bidding on such a contract in the future shall be prohibited from making gifts or to providing favors to any individual defined in Section 2.2. who is charged with the duty of:

- Preparing plans, specifications, or estimates for public contract; or
- Awarding or administering public contracts; or
- Inspecting or supervising construction.

Tomah Transit also prohibits all covered individuals defined in Section 2.2. who perform the functions listed above from receiving or accepting any such gift or favor.

#### 2.5. Employee Conflicts of Interest

#### 2.5.1. Conflicts of Interest

It shall be a breach of ethical standards for any Tomah Transit employee to participate directly or indirectly in a procurement when the employee knows:

- The employee or any member of the employee's immediate family, alderperson, officer, agent, his or her partner, has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

#### 2.5.2. Discovery of Actual or Potential Conflict of Interest (Disqualification and Waiver)

Upon discovery of an actual or potential conflict of interest, an employee participating directly or indirectly in a procurement shall:

- Promptly file a written statement of disqualification with the mayor; and
- Withdraw from further participation in the procurement.

The employee may, at the same time, request from the City Counsil, an advisory opinion as to what further participation, if any, the employee may have in the procurement. It shall be at the sole discretion of the City Counsil to determine if the employee may have any further participation in the procurement and, if so, the extent to which the employee may participate. Any employee who fails to comply with the provisions of this paragraph may be subject to disciplinary action.

#### 2.5.3. Employee Disclosure Requirements

A Tomah Transit employee, who has reason to believe that he/she or his/her immediate family have an interest that may be affected by his/her official acts or actions as a Tomah Transit employee or by the official acts or actions of Tomah Transit, shall disclose the precise nature and value of such interest in a written disclosure statement to the Common Council. The employee's disclosure statement will be reviewed by the Common Council and the Common Council will respond to the employee in writing with an opinion as to the propriety of said interest.

In the event that the Common Council has reason to believe that he/she or his/her immediate family has an interest that may be affected by his/her official acts or actions as a Tomah Transit employee or by the official acts or actions of Tomah Transit, he/she shall disclose the precise nature and value of such interest in a written disclosure statement to the mayor.

#### 2.5.4. Confidential Information

A Tomah Transit employee may not directly or indirectly make use of, or permit others to make use of, for the purpose of furthering a private interest, confidential information acquired by virtue of their position or employment with Tomah Transit.

#### 2.5.5. Solicitation Provision

Tomah Transit shall insert the following provisions in all formal competitive solicitation documents for products and services:

These policies shall apply to Tomah Transit employees involved in procurement. It is a breach of ethical standards for any Tomah Transit employee to participate directly or indirectly in a procurement when the employee knows:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

In addition, any persons acting as members of an evaluation committee for any procurement shall, for the purposes of the procurement, be bound by conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, offerors shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of any evaluation committee, the Common Council, or other City of Tomah employees other than the designated procurement officer."

#### 2.6. Organizational Conflicts of Interest

The procurement officer and technical personnel are encouraged to work closely with the City Attorney to review all situations that appear to have the potential for an organizational conflict of interest.

Organizational conflicts of interest may result in bias and potentially provide an unfair competitive advantage to a potential offeror. An organizational conflict of interest occurs due to the type of work to be performed under a third-party contract, or because of other activities or relationships such as:

- A contractor is unable, or potentially unable, to render impartial assistance or advice to the City;
- A contractor's objectivity in performing contract work is or might otherwise be impaired; or
- A contractor has an unfair competitive advantage.

Bias arises when a contractor is placed in a situation where there may be an incentive to distort advice or decisions. Whenever a contract is awarded that involves the rendering of advice, the question must always be asked as to whether the potential for a conflict of interest exists for the contractor rendering the advice. Tomah Transit will utilize a "Conflict of Interest Disclosure Statement," in its solicitation when contracting for services of this nature.

#### 3. TOMAH TRANSIT RESPONSIBILITIES UNDER FEDERAL LAW

#### 3.1. Third-Party Contracting Capacity

Tomah Transit must maintain adequate technical capacity to carry out its FTA assisted projects and comply with Federal rules. Tomah Transit's third party contracting capability must be adequate to undertake its procurements effectively and efficiently in compliance with applicable Federal, state, and local requirements.

#### 3.2. Contract Administration System

Tomah Transit must maintain a contract administration system to ensure that it and its third-party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, state and local requirements.

#### 3.2.1. Written Procurement Procedures

Tomah Transit must maintain and follow written procurement procedures that address:

- (a) Solicitations Requirements for Tomah Transit solicitations are addressed in Section 5.
- (b) <u>Necessity</u> Requirements related to Tomah Transit's need for products or services are addressed in Section 3.2.2.
- (c) <u>Lease Versus Purchase</u> Requirements related to the use of lease or purchase alternatives to achieve an economical and practical procurement are addressed in Section 3.2.2
- (d) <u>Metric Usage</u> Requirements related to the acceptance of products and services dimensioned in the metric system of measurement are addressed in Section 3.5.2.
- (e) <u>Environmental and Energy Efficiency Preferences</u> Requirements related to preference for products and services that conserve natural resources, protect the environment, and are energy efficient are addressed in Sections 3.4.3 and 3.4.4.
- (f) <u>Procurement Methods</u> Descriptions of the procurement methods that Tomah Transit may use are included in Section 5.
- (g) <u>Legal Restrictions</u> Descriptions of Federal and state restrictions on Tomah Transit's acquisitions are included in Section 5.
- (h) <u>Third Party Contract Provisions</u> Specific third-party contract provisions required for each third party contract and flow down requirements to subcontracts are included in Section 3.1 through 3.7.
  - (1) <u>Sources</u> Descriptions of the availability and use of various sources of products and services are addressed in Section 4.

(2) <u>Resolution of Third-Party Contracting Issues</u> – Procedures related to the resolution of third party contracting issues are included in Section 6.8.

#### 3.2.2. Adequate Third-Party Contract Provisions

Tomah Transit must include provisions in all of its third-party contracts that are adequate to form a sound and complete agreement.

#### 3.2.3. Industry Contracts

Tomah Transit shall not use an industry developed contract or a contract that is provided by a bidder or offeror unless it has first evaluated the benefits of the contract Tomah Transit shall ensure that such contracts include all required Federal provisions but do not include terms and conditions that may be unfavorable to Tomah Transit.

#### 3.2.4. Revenue Contracts

Tomah Transit may enter into a revenue contract with a third party to generate revenues in connection with a transit related activity, or to create business opportunities utilizing an FTA funded asset. Any such said contract opportunity will follow a competitive selection procedures and principles outlined herein.

#### 3.2.5. Record Keeping

Tomah Transit must prepare and maintain adequate and readily accessible project performance and financial records, covering procurement transactions as well as other aspects of project implementation. Tomah Transit must maintain these records for five (5) years after Tomah Transit and its subrecipients, if any, have made final payment and all other pending matters are closed. Specific record keeping requirements include:

- (a) <u>Written Record of Procurement History</u> Tomah Transit must maintain and make available to WISDOT and FTA written records detailing the history of each procurement. For all procurements above the micro-purchase level Tomah Transit must maintain records relating to:
  - (1) <u>Procurement Method</u> Tomah Transit must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive;
  - (2) <u>Contract Type</u> Tomah Transit must state the reasons for selecting the contract type it used;
  - (3) <u>Contractor Selection</u> Tomah Transit must state its reasons for contractor selection or rejection;
  - (4) <u>Contractor Responsibility</u> Tomah Transit must provide a written determination of responsibility for the successful contractor;
  - (5) <u>Cost or Price</u> Tomah Transit must evaluate and state its justification for the contract cost or price; and
  - (6) <u>Reasonable Documentation</u> Tomah Transit must retain documentation commensurate with the size and complexity of the procurement.

- (7) <u>Vendor Verification</u> Tomah Transit must include verification of acceptance with a selected vendor/supplier/manufacturer through the Federal System of Award Management (SAM) for each project and associated project file.
- (b) <u>Access to Records</u> Tomah Transit must provide FTA and WISDOT officials, the Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance.
- (c) <u>Use of Technology/Electronic Commerce</u> Tomah Transit may use an electronic commerce system to conduct third party procurements. If Tomah Transit uses an electronic commerce system, then the following requirements apply:
  - (1) <u>Sufficient System Capacity</u> Tomah Transit's system must have sufficient system capacity necessary to accommodate all Federal requirements for full and open competition.
  - (2) <u>Written Procedures</u> Before any solicitation takes place, Tomah Transit must establish adequate written procedures to ensure that all information FTA/WISDOT requires for project administration is entered into the system and can be made readily available to WISDOT as needed.

#### 3.3. Determination of Needs

Tomah Transit must maintain and follow adequate procedures for determining the types and amounts of products and services it needs to acquire. Tomah Transit shall comply with the following requirements when determining the types and amounts of products and services it needs to acquire:

#### 3.4. Eligibility

All products and services to be acquired with FTA funds must be eligible under the Federal law authorizing the FTA assistance award and any regulations thereunder. All products and services to be acquired with FTA funds must also be eligible for support within the scope of the underlying grant or cooperative agreement from which the FTA assistance to be used is derived.

#### 3.5. Necessity

Tomah Transit shall adhere to the following standards for avoiding the purchase of duplicative and/or unnecessary products and services it does not need.

#### 3.5.1. Unnecessary Reserves

Tomah Transit shall limit the acquisition of Federally-assisted property and services to the amount it needs to support its operations.

#### 3.5.2. Acquisition for Assignment Purposes

Tomah Transit shall contract only for its current and reasonably expected public transportation needs and shall not add quantities or options to third party contracts solely to permit assignment to another party at a later date. These limits on assignments, however, do not preclude joint procurements that are entered into simultaneously by two or more parties to obtain advantages unavailable for smaller procurements.

- (a) <u>General Prohibition</u> Tomah Transit may contract only for its current and reasonably expected public transportation needs and may not add quantities or options to third party contracts solely to permit assignment to another party at a later date.
- (b) <u>Changes in the Recipient's Needs</u> WISDOT and FTA recognize that the quantity of property or services a recipient reasonably believes it may need at the time of contract award may change. Tomah Transit's later needs might decrease due to changed circumstances or honest mistakes. In those situations, Tomah Transit may assign its unneeded contract authority to another entity that would like to acquire the property or services.
- (c) <u>Exceptions</u> These limits on assignments, however, do not preclude:
  - (1) <u>Joint Procurements</u> Tomah Transit and one or more other FTA recipients may enter into a single procurement at the same time to obtain advantages unavailable for smaller procurements.
  - (2) <u>Participation in WISDOT Sponsored Vehicle Procurements</u> Tomah Transit may enter into contracts developed by the State of Wisconsin to acquire vehicles.
- (d) Procurement Size For every procurement, Tomah Transit shall consider whether to consolidate or break out the procurement to obtain the most economical purchase. Absent efforts to foster greater opportunities for Disadvantaged Business Enterprises (DBEs), small and minority firms and women's business enterprises, Tomah Transit shall not split a larger procurement merely to gain the advantage of micro-purchase or small purchase procedures.
- (e) Options Tomah Transit shall justify, as needed, all option quantities included in every solicitation and contract. An option is a unilateral right in a contract by which, for a specified time, Tomah Transit may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract.
- (f) <u>Lease Versus Purchase</u> Tomah Transit shall review lease versus purchase alternatives for acquiring property and shall prepare or obtain an analysis to determine the most economical alternative. If Tomah Transit chooses to lease an asset then it must prepare a written comparison of the cost of leasing the asset compared with the cost of purchasing or constructing the asset.
- (g) <u>Specifications</u> Tomah Transit's procurement specifications shall clearly describe the products or services to be procured and shall state how the proposals will be evaluated.

Tomah Transit's procurement specifications shall not be exclusionary, discriminatory, unreasonably restrictive or otherwise in violation of Federal or Wisconsin laws or regulations.

#### 3.6. Contractor Responsibilities

Tomah Transit, in awarding contracts, financed in whole or in part, with FTA financial assistance, shall follow guidance in this section to evaluate contractor capabilities to perform the contract.

In addition to the Federal rules (2 CFR § 200.318(h)) that require contract awards be made only to responsible contractors, Federal transit law at 49 U.S.C. § 5325(j) limits third party contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for award, Tomah Transit must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

#### 3.6.1. Debarment and Suspension

Debarment and suspension regulations and guidance include the following provisions.

#### 3.6.1.1. DOT Debarment and Suspension Regulations

U.S. Department of Transportation (DOT) regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200 apply to each third party contract at any tier of \$25,000 or more, to each third party contract at any tier for a federally required audit (irrespective of the contract amount), and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount (2 CFR § 1200). Tomah Transit shall apply DOT's debarment and suspension requirements to itself and each third-party contractor at every tier to the extent required by DOT's regulations that incorporate the requirements of Office of Management and Budget (OMB), "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" (2 CFR § 180.

#### 3.6.1.2. System for Award Management

The System for Award Management (SAM) combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. SAM includes the functionality from the following systems:

- Central Contractor Registry (CCR)
- Federal Agency Registration (Fedreg)
- Online Representations and Certifications Application
- Excluded Parties List System (EPLS)

At its discretion, Tomah Transit may collect a debarment and suspension certification from the prospective third-party contractor or include a clause in the third party contract requiring

disclosure. Additionally, it shall be the policy of Tomah Transit to verify that the prospective third-party vendor is not listed as a debarred contractor on SAM.

#### 3.6.2. Lobbying Certification and Disclosure

If a third-party contract will exceed \$100,000, before awarding the contract, Tomah Transit will obtain a lobbying certification, and if applicable, a lobbying disclosure from a prospective third-party contractor (see DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352).

#### 3.6.3. Additional Requirements

In addition to the requirements outlined above, there are various requirements that may apply to Tomah Transit's third-party contracts, depending upon the type of procurement and the anticipated dollar value of said contract. It is the responsibility of Tomah Transit to assess each procurement and determine the applicable FTA third party terms and conditions that should be included in the solicitation and contract documents. FTA Circular 4220.1F, Appendix D, has a matrix stipulating these conditions. These conditions may include:

- Federal Civil Rights Laws and Regulations
  - Federal Equal Employment Opportunity (EEO) Requirements
  - Nondiscrimination on the Basis of Sex
  - Nondiscrimination on the Basis of Age
  - Nondiscrimination in Federal Public Transportation Programs
  - o Title VI of the Civil Rights Act
  - Environmental Justice
  - Limited English Proficiency (LEP)
  - Nondiscrimination on the Basis of Disability
- Socio-Economic Development Regulations
  - Disadvantaged Business Enterprises (DBE)
  - Small and Minority Firms and Women's Business Enterprises
  - Sensitive Security Information
  - Seat Belt Use
- Socio-Economic Requirements for the Acquisition of Property and Services
  - Labor Regulations
    - Wage and Hour Requirements
    - Fair Labor Standards
- Environmental Protections
  - o Environmental Mitigation
  - National Environmental Policy Act (NEPA)
    - Protections for Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites
    - Clean Air
    - Clean Water
    - Recycled Products
    - Other Federal Environmental Protection Requirements
- Energy Conservation

- Preference for U.S. Property--Buy America
- Shipments of Property--U.S. Flag Requirements
  - Shipments by Ocean Vessel
  - Shipments by Air Carrier
  - Project Travel--Use of U.S. Flag Air Carriers
- Technical Restrictions on the Acquisition of Property and Services
  - Intelligent Transportation Systems (ITS)
  - Metric Measurements
  - Use of \$1 Coins
- Rolling Stock--Special Requirements
  - Accessibility
  - Transit Vehicle Manufacturer Compliance with DBE Requirements
  - o Minimum Service Life
  - Spare Ratios
  - Air Pollution and Fuel Economy
  - Pre-award and Post Delivery Review
  - Bus Testing
  - o In-State Dealers
  - Basis for Contract Award
  - o Five-Year Limitation
- Public Transportation Services—Special Requirements
  - Protections for Public Transportation Employees
  - Drug and Alcohol Testing
  - Accessibility
  - Charter Service Restrictions
  - School Bus Restrictions
- Construction Special Requirements
  - o Bonding
  - Bid Guarantee
  - o Performance Bond
  - Payment Bond
  - Anti-Kickback
  - Construction Safety
  - Labor Neutrality
  - o Prevailing Wages

## 3.7. Bonding

Some procurements may require Tomah Transit to require the vendor to submit a bid bond, performance bond, or payment bond (typically construction projects). When bonding is required, the following conditions will apply.

## 3.7.1. Thresholds

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, WISDOT may accept the bonding policy and requirements of the City provided that WISDOT

has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

#### 3.7.1.1. Bid Guarantee

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

## 3.7.1.2. Performance Bond

A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

## 3.7.1.3. Payment Bond

A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

# 3.7.2. Acceptable Sureties

Federal rules for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, "Surety Companies Doing Business with the United States," (31 CFR Part 223). For a current list of approved sureties, see Department of the Treasury's Listing of Approved Sureties (Department Circular 570). As FTA encourages governmental recipient to require similarly acceptable sureties, it shall be the policy of Tomah Transit to such accept sureties.

## 3.7.3. Reduced Bonding

Tomah Transit recognizes that bonding costs can be expensive. Tomah Transit will accept a local bonding policy that conforms to the minimums described in Section 3.4.1. If bonding levels are sought at levels less than these amounts, Tomah Transit must obtain the prior approval of WISDOT/FTA. WISDOT/FTA shall approve such requests only if it determines that Tomah Transit's bonding policy adequately protects the Federal interest in the project.

## 3.7.4. Excessive Bonding

Tomah Transit will adhere to FTA's rules on excessive bonding requirements (FTA Circular 4220.1F, Chapter IV, § 2h(1)(f)). However, if Tomah Transit determines it has a material risk of loss because of a failure of the prospective contractor, bonding requirements may exceed those outlined in Section 3.7.1 only with the prior approval of WISDOT/FTA.

# 3.8. Preference for U.S. Property—Buy America

Any construction contract exceeding \$250,000 entered into by Tomah Transit with FTA assistance shall include provisions that require the third-party contractor to provide property produced or manufactured in the United States for use in the construction project that the recipient acquires, unless FTA has granted a waiver authorized by those regulations. FTA cautions that its Buy America regulations are complex and different from the Federal "Buy American Act" regulations in FAR Subparts 25.1 and 25.2.

Property that the contractor acquires to perform its construction activities for the recipient, such as tools, machinery, and other equipment or facilities, is not covered by FTA's Buy America requirements unless the recipient intends to take possession of that property upon completion of the project. Thus, if a third party contractor is acquiring property for its general inventory of equipment or facilities to conduct its overall business affairs, Tomah Transit may enter the cost of that acquisition into its calculations of overhead amounts applicable to the FTA assisted project irrespective of whether that property would comply with FTA's Buy America regulations.

# 3.9. Accessibility

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq*. and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR § 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR § 1192 and 49 CFR § 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

# 4. SOURCES OF ACQUISITIONS

## 4.1. Force Account

Force account means use of Tomah Transit's own labor forces and equipment to undertake a project (typically construction, renovation, or repair). The use of force account labor is a project management function, rather than a procurement and contract administration function, except in the general sense of the City's ability to perform work with its own forces rather than contracting with another entity to acquire the property or services it needs, and the cost implications of the recipient's decision. Tomah Transit does not charge force account labor to its FTA grants.

## 4.2. Joint Procurements

Tomah Transit may participate in joint procurements whereby Tomah Transit and one or more other entities agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of products or services. The following requirements apply to Tomah Transit's participation in joint procurements:

- Solicitation documents may not be drafted for the purpose of accommodating the needs of other parties that may later want to participate in the benefits of the contract.
- Tomah Transit is responsible for ensuring that the joint procurement solicitation and contract complies with all Federal requirements and that the solicitation document and contract includes all required clauses and certifications.

## 4.3. State or Local Government Purchasing Schedules or Purchasing Contracts

# 4.3.1. Definition

FTA uses the term "state or local government purchasing schedule" to mean an arrangement that a State or local government has established with several or many vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices. These arrangements are somewhat similar to the General Services Administration's (GSA) Cooperative Purchasing Program available for Federal Government use.

The Wisconsin Department of Administrative Services (DAS) helps the PTD contract for appropriate vehicles to meet the needs of public transportation providers. While WISDOT does not purchase vehicles directly, grantees are permitted to purchase vehicles from the online Wisconsin Procurement Information Network (ORPIN) system operated by DAS, which contains a list of qualified vendors for each vehicle type contracted. There are some vehicles on the contracts that do not fit within Wisconsin's useful life standards and are not eligible for reimbursement with grant funds. Therefore, PTD has created a crosswalk document that lists each vehicle within the state useful life categories. This document, posted on PTD's Web site, will assist agencies in selecting vehicles and documenting a process that meet all

Federal requirements for funding. The state price agreements were developed by DAS and WISDOT procurement and PTD staff with input from transit agencies.

# 4.3.2. Applicability of Federal Provisions

When obtaining property or services in this manner, Tomah Transit must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the recipient's purchase document. While DAS and WISDOT take all precautions to ensure that such provision are in the original solicitation and contract documents, it is ultimately Tomah Transit's responsibility to ensure such documents and certifications are obtained.

If such requirements, clauses, and certifications were not included in the original purchase solicitation and contracts, Tomah Transit may request the vendor to append the required Federal clauses in the purchase order or other document that effects the Tomah Transit's procurement. When this method is used, Tomah Transit shall obtain Buy America certification before entering into the purchase order. This method cannot be used to circumvent FTA's Buy America requirements.

# 4.3.3. Federal Supply Schedules

Purchases by Tomah Transit from Federal Supply Schedules established by the U.S. General Services Administration (GSA) are limited to the purchase of information technology (IT) products and to products and services to facilitate recovery from a major disaster. The following requirements apply to Tomah Transit purchases from GSA schedules:

- Tomah Transit is authorized to use GSA schedules for purchases of products and services to
  facilitate recovery from a major disaster that is declared by the President of the United States.
  Upon declaration of a major disaster by the President, Tomah Transit may purchase products
  and services from GSA schedules both in advance and in the aftermath of the emergency event.
  Tomah Transit shall be responsible for ensuring that the products and services acquired will only
  be used for recovery.
- Tomah Transit must ensure that all Federal requirements, required clauses and certifications are properly followed and included, whether in the master intergovernmental contract or Tomah Transit's purchase document.
- Tomah Transit is required to evaluate the reasonableness of prices obtained from GSA schedules. GSA schedule pricing may not be used as a sole or single source for procurement.
   Tomah Transit may only use GSA schedule pricing as one of multiple pricing sources solicited in accordance with its requirements for small purchases described in Section 5.

# 4.3.4. Existing Contracts

Tomah Transit may use existing contract rights as an acquisition source. An "existing contract" means a contract that, when formed, was intended to be limited to the original parties thereto.

## 4.3.4.1. Permissible Actions

Within the conditions set forth below, Tomah Transit may use existing contract rights held by another recipient of FTA assistance:

- (a) <u>Exercise of Options</u> Tomah Transit may use contract options held by another recipient of FTA assistance with the following limitations:
  - (1) <u>Consistency with the Underlying Contract</u> Tomah Transit must ensure that the terms and conditions of the option it seeks to exercise are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.
  - (2) <u>Price</u> Tomah Transit may not exercise an option unless it has determined that the option price is better than prices available in the open market, or that when it intends to exercise the option, the option is more advantageous.
  - (3) <u>Awards Treated as Sole Source Procurements</u> The following actions constitute sole source awards:
    - i. Failure to Evaluate Options Before Awarding the Underlying Contract – If a contract has one or more options and those options were not evaluated as part of the original contract award, exercising those options after contract award will result in a sole source award.
    - ii. <u>Negotiating a Lower Option Price</u> Exercising an option after Tomah Transit has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be reliably measured.
- (b) Assignment of Contract Rights ("Piggybacking") If Tomah Transit finds that it has inadvertently acquired contract rights in excess of its needs, it may assign those contract rights to another WISDOT subrecipient if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. Tomah Transit may use contractual rights through assignment from another recipient of FTA assistance after first determining the contract price remains fair and reasonable, and the contract provisions are adequate for compliance with all Federal requirements. Tomah Transit need not perform a second price analysis if a price analysis was performed for the original contract; however, Tomah Transit must determine whether the contract price or prices originally established are still fair and reasonable before using those rights. Tomah Transit shall be responsible for ensuring the contractor's compliance with FTA's Buy America requirements and execution of all the required pre-award and post-delivery Buy America review certifications. Before proceeding with the assignment, however, Tomah Transit shall review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities that Tomah Transit seeks, do not exceed the amounts available under the assigning recipient's contract.

# 4.3.4.2. Impermissible Actions

Tomah Transit may not use Federal assistance to finance:

- (a) <u>Improper Contract Expansion</u> A contract has been improperly expanded when it includes a larger scope, greater quantities, or options beyond the recipient's reasonably anticipated needs. A contract has also been improperly expanded when excess capacity has been added primarily to permit assignment of those contract rights to another entity.
- (b) <u>Cardinal Changes</u> A significant change in contract work that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change or "tag-on". A change within the scope of the contract is not a cardinal change or "tag-on".

# 4.4. The Open Market

Tomah Transit will acquire most of the property and services it needs through procurements in the open market using procedures described in Section 5 of this Manual.

# 5. PROCEDURES FOR OPEN MARKET PROCUREMENTS

# 5.1. Solicitation of Competitive Price Quotes, Bids or Proposals

Compliance with the solicitation procedures described in Section 5.4 below will fulfill FTA requirements for "full and open competition."

# 5.2. Receipt and Evaluation of Unsolicited Proposals

Tomah Transit may enter into contracts based on an unsolicited proposal when authorized by applicable State law or regulation. Receipt of an unsolicited proposal does not, by itself, justify contract award without providing for full and open competition. Unless the unsolicited proposal offers a proprietary concept that is essential to contract performance, Tomah Transit must seek competition. To satisfy the requirement for full and open competition, Tomah Transit must take the following actions before entering into a contract resulting from an unsolicited proposal:

- Publicize its receipt of the unsolicited proposal;
- Publicize an adequate description of the products or services offered without improperly
  disclosing proprietary information or disclosing the originality of thought or innovativeness of
  the products or services sought;
- Publicize its interest in acquiring the products or services described in the proposal;
- Provide an adequate opportunity for interested parties to comment or submit competing proposals; and
- Publicize its intention to award a contract based on the unsolicited proposal or another proposal submitted in response to the publication.

If it is impossible to describe the products or services offered without revealing proprietary information or disclosing the originality of thought or innovativeness of the products or services sought, Tomah Transit may make a sole source award to the offeror. A sole source award may not be based solely on the unique capability of the offeror to provide the specific products or services proposed.

# 5.3. Prequalification

Tomah Transit may prequalify bidders, offerors, and products for procurement purposes; however, Tomah Transit is not required to do so. The decision of whether to require prequalification for eligibility to participate in procurement shall be made separately for every procurement and shall be approved by the City Treasurer .

If Tomah Transit opts to prequalify bidders, offerors, and products for procurement purposes, the following conditions apply:

- Tomah Transit must ensure that all prequalification lists it uses are current;
- Tomah Transit must ensure that all prequalification lists it uses include enough qualified sources to provide maximum full and open competition; and

Tomah Transit must permit potential bidders or offerors to qualify during the solicitation period
(from the issuance of the solicitation to its closing date). Tomah Transit is not required to hold a
particular solicitation open to accommodate a potential supplier that submits products for
approval before or during that solicitation nor must Tomah Transit expedite or shorten
prequalification evaluations of bidders, offerors, or products presented for review during the
solicitation period.

# 5.4. Solicitation Requirements and Restrictions

Every procurement solicitation that Tomah Transit issues above the micro-purchase level (currently established in Federal guidance at \$10,000), must include the following information and be advertised in a manner that ensures adequate and open competition.

# 5.4.1. Description of the Property or Services

The solicitation and the contract awarded thereunder must include a clear and accurate description of Tomah Transit's technical requirements for the products or services to be acquired in a manner that provides for full and open competition.

## **5.4.1.1.** Descriptive Elements

Tomah Transit will prepare descriptions of property, goods, or service in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. Detailed product specifications should be avoided if at all possible; however, there is no prohibition against their use when appropriate.

# 5.4.1.2. Quantities

Additional quantities or options above Tomah Transit's needs at the time of acquisition may not be added to contracts solely to allow assignment of those quantities or options at a later date.

# 5.4.1.3. Brand Name or Equal

When it is impractical or uneconomical to provide a clear and accurate description of the technical requirements of the property to be acquired, a "brand name or equal" description may be used to define the performance or other salient characteristics of a specific type of property. The salient characteristics of the named brand that bidders or offerors must provide must be identified.

# 5.4.1.4. Prohibited Practices

Solicitations with requirements that contain features that unduly restrict competition may not be used. Tomah Transit shall not:

- Impose unreasonable business requirements for bidders or offerors.
- Impose unnecessary experience requirements for bidders and offerors.

- Use prequalification procedures that conflict with the prequalification standards described in Section 5.3.
- Make a noncompetitive award to any person or firm on a retainer contract with Tomah Transit if that award is not for the property or services specified for delivery under the retainer contract.
- Impose unreasonable restrictive bonding requirements on bidders and offerors in excess of FTA and state requirements.
- Specify only a "brand name" product without allowing offers of an "equal" product, or allowing an "equal" product without listing the salient characteristics that the "equal" product must meet to be acceptable for award.
- Specify in-state or local geographical preferences, or evaluating bids or proposals in light of in-state or local geographic preferences, even if those preferences are imposed by State or local laws or regulations. The only exception expressly mandated or encouraged by Federal law that may be applicable to Tomah Transit is the procurement of Architectural and Engineering (A&E) Services. Geographic location may be a selection criterion in the procurement of A&E services if an appropriate number of qualified firms are eligible to compete for the contract in view of the nature and size of the project.
- Engage in practices that result in organizational conflicts of interest. An organizational conflict of interest occurs when any of the following circumstances arise:
  - <u>Lack of Impartiality or Impaired Objectivity</u> When the bidder or offeror is unable, or potentially unable, to provide impartial and objective assistance or advice to Tomah Transit due to other activities, relationships, contracts, or circumstances.
  - Unequal Access to Information When the bidder or offeror has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
  - Biased Ground Rules When during the conduct of an earlier procurement, the bidder or offeror has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.
- Support or acquiesce in noncompetitive pricing practices between firms or between affiliated companies.
- Take any arbitrary action in the procurement process.

#### 5.4.2. Evaluation Factors.

All solicitations issued by shall identify all factors to be used in evaluating bids or proposals. At the discretion of the City Treasurer, the relative order of importance and/or weights may be communicated to prospective offerors.

## 5.4.3. Permissible Contract Types

Tomah Transit shall state the type of contract that will be awarded in all solicitation documents. The following types of contracts will typically be executed with the successful vendor:

#### 5.4.3.1. Firm Fixed Price

A firm fixed price contract includes a price that remains fixed irrespective of the contractor's cost experience in performing the contract. A firm fixed price contract may include an economic price adjustment provision, incentives, or both.

## 5.4.3.2. Cost Reimbursement

A cost-reimbursement contract provides for payment of the contractor's allowable incurred costs, to the extent prescribed in the contract. Allowable costs may include incentives if the recipient believes they can prove helpful. Cost-reimbursement contracts are suitable for use only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract.

# 5.4.4. Prohibitive or Restricted Contract Types

The following contract types are prohibited or restricted:

## **5.4.4.1.** Cost Plus Percentage of Cost

Cost plus Percentage of Cost type contracts are prohibited.

#### 5.4.4.2. Time and Materials

Time and Materials type contracts may be used only after a written determination is made that no other contract type is suitable. In addition, the contract between Tomah Transit and the Contractor must specify a ceiling price that the Contractor may not exceed except at its own risk.

## 5.4.5. Other Federal Requirements Affecting the Property or Services to be Acquired

The solicitation and resulting contract must identify those Federal requirements that will affect contract scope and performance.

# 5.4.6. Other Federal Requirements Affecting the Bidder or Offeror and the Contractor

The solicitation and resulting contract must identify all Federal requirements that a bidder or offeror must fulfill before and during contract performance.

# 5.4.7. Reservation of Right to Award to Other Than the Low Bidder or Offeror

The solicitation must specifically reserve Tomah Transit right to award a contract to other than the low bidder or offeror. If the solicitation documents do not specify this right, Tomah Transit will be obligated to award the contract to the low bidder.

# 5.4.8. Reservation of Right to Reject All Bids or Offers

The solicitation must specifically reserve Tomah Transit's right to reject all bids or offers.

#### 5.5. Methods of Procurement

Tomah Transit shall use competitive procedure(s) appropriate for the acquisition undertaken. The procedures used must comply with Wisconsin and local law as well as with Federal requirements. Federal restrictions vary with the type of procurement method used. The following guidance is based on the requirements of 2 CFR § 200.318 – 200.326, supplemented by FTA policies that address the needs of FTA recipients.

#### 5.5.1. Micro-Purchases

#### **5.5.1.1.** Definition

Micro-purchases are those purchases of products and services that cost \$10,000 or less, as defined by 2 CFR §200.67 (or current threshold established by Federal Acquisition Regulations (FAR)); for purposes of this policy, Tomah Transit will use \$10,000 as the threshold for relatively simple purchases as a means to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

# 5.5.1.2. Approval Authority

Micro-purchases must be approved in writing by one of the following Tomah Transit employees:

- City Treasurer; or
- City Clerk.

# 5.5.1.3. Competition

Tomah Transit may acquire products and services valued at less than \$10,000 without obtaining competitive quotations. Micro-purchases should be distributed equitably among qualified suppliers.

Micro purchases are exempt from FTA's Buy America requirements. Davis-Bacon prevailing wage requirements, however, will apply to construction contracts exceeding \$2,000, even though the recipient uses micro-purchase procurement procedures.

#### 5.5.1.4. Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the micro purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms and women's business enterprises in Tomah Transit's Federally-assisted procurements.

#### 5.5.1.5. Documentation

Every micro-purchase must be accompanied by a written determination that the price is fair and reasonable and a description of how that determination was made.

## 5.5.2. Small Purchases

#### **5.5.2.1. Definition**

FTA defines small purchases are those purchases of products and services, including construction services, that cost greater than \$10,000 but not more than \$250,000. For purposes of this policy, Tomah Transit will consider small purchase those that cost greater than \$10,000 but not more than \$250,000.

# 5.5.2.2. Approval Authority

Small purchases must be approved in writing by one of the following Tomah Transit employees:

- City Treasurer; and/or
- Common Council.

# 5.5.2.3. Required Competition

Price or rate quotations must be obtained from an adequate number of qualified sources. It is the responsibility of Tomah Transit to ensure that an adequate number of quotations, bids, or proposals are received

## 5.5.2.4. Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the small purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms and women's business enterprises in Tomah Transit's Federally-assisted procurements

# 5.5.2.5. Documentation

Every small purchase must be documented in the grantee's written procurement history file. The level of documentation is stipulated in Section 6.6.1.

For small purchases, price quotations may be oral or written.

## 5.5.2.6. Special Considerations

Tomah Transit may acquire products and services directly from State contract vendors in lieu of competitively procuring such products and services itself through the small purchase method of procurement.

Small purchases are exempt from FTA's Buy America requirements.

Tomah Transit reserves the right to use formal purchase methods, even if small purchase thresholds are met, if the City Treasurer believes it is in the best interests of the Tomah Transit to do so.

#### 5.5.3. Formal Purchases

## 5.5.3.1. Definition

Formal purchases are those purchases of products and services that cost greater than the current Federal threshold of \$250,000, as defined in 2 CFR § 200.88. For purposes of this policy, Tomah Transit will use formal procedures for all purchases over \$250,000.

# 5.5.3.2. Approval Authority

Large purchases must be approved in writing by the following Tomah Transit employees or officials:

Common Council

No further delegation of approval authority for large purchases may be made.

#### 5.5.3.3. Procurement Methods

There are two primary methods of procurement for large purchases of products and services:

- Sealed Bid method; and
- Competitive Proposal method.

# 5.5.3.4. Required Competition

Formal bids and competitive proposals must be publicly advertised.

For formal purchases by the sealed bid method of procurement, two or more responsible bidders must be willing and able to compete effectively for the business.

For formal purchases by the competitive proposal method of procurement, two or more offerors must be willing and able to submit an offer or proposal.

## 5.5.3.5. Required Documentation

Every formal purchase must, at a minimum, be supported by a written independent cost estimate, formal bids or proposals, a written cost or price analysis as appropriate, a written justification and detailed rationale for contractor selection (including application of evaluation

criteria) and a written determination of the responsibility of the contractor. Additional documentation requirements are dependent upon the formal procurement method that is utilized to make the purchase.

## 5.5.3.6. Special Considerations

Tomah Transit may acquire products and services via state contract in lieu of competitively procuring such products and services itself through the sealed bid and competitive proposal methods of procurement.

#### 5.5.3.7. Procedural Methods for Sealed Bids

The sealed bid method of procurement is a formal method in which bids are publicly solicited and a firm fixed price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the Invitation for Bids, is lowest in price. The vehicle through which bids are solicited is an Invitation for Bids (IFB). The IFB document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a bid, and the forms on which bids must be submitted.

- (a) When Appropriate The sealed bid method of procurement is the preferred method for acquiring products and services that, including construction services, cost greater than «Small\_Threshold». The sealed bid method of procurement may also be used for small purchases if it is determined to be appropriate. The sealed bid method of procurement is appropriate if the following conditions apply:
  - (1) <u>Precise Specifications</u> A complete, adequate, precise, and realistic specification or purchase description is available.
  - (2) <u>Adequate Sources</u> Two or more responsible bidders are willing and able to compete effectively for the business.
  - (3) <u>Fixed Price Contract</u> The procurement generally lends itself to a firm fixed price contract.
  - (4) Price Determinative The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.
  - (5) <u>Discussions Unnecessary</u> Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone.
- (b) Requirements for Sealed Bids The following requirements apply to the sealed bid method of procurement:
  - (1) Publicity The Invitation for Bids must be publicly advertised.
    - i. The City Treasurer shall ensure that sufficient time is allowed to prepare bids before the date of bid opening.

- i. Notice of bidding opportunities may be provided in other ways in addition, but not as a substitute, to a published notice. The methods may include, but not necessarily be limited to:
  - a. Direct notice, based on compiled vendor lists or from prequalification list, sent to prospective offerors; or
  - b. Use of advertisement by electronic means.
- (2) <u>Adequate Sources</u> Bids must be solicited from an adequate number of known suppliers.
- (3) Adequate Specifications The Invitation for Bids, including any specifications and pertinent attachments, must describe the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.
- (4) <u>Sufficient Time</u> Bidders must be allowed sufficient time to prepare bids before the date of bid opening.
- (5) <u>Public Opening</u> All bids must be publicly opened at the time and place prescribed in the Invitation for Bids.
- (6) Fixed Price Contract A firm fixed price contract must be awarded in writing to the lowest responsive and responsible bidder unless the Invitation for Bids specifically allowed for award of a fixed price incentive contract or the inclusion of an economic price adjustment provision.
- (7) <u>Rejection of Bids</u> Any or all bids may be rejected if there is a sound, documented business reason.

# 5.5.3.8. Competitive Proposals

The competitive proposal method of procurement is a formal method in which written proposals are publicly solicited and a contract is awarded to the responsible offeror whose proposal, taking into consideration price and other factors, is considered to be the most advantageous to Tomah Transit or that is considered to be the "best value" to Tomah Transit. The vehicle through which proposals are solicited is Request for Proposals (RFP). The RFP document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a proposal and the forms on which proposals must be submitted, if applicable.

- (a) When Appropriate The competitive proposal method of procurement is appropriate for the acquisition of products and services that cost greater than \$250,000 when the nature of the procurement does not lend itself to sealed bidding and Tomah Transit expects that more than one source will be willing and able to submit a proposal. The competitive proposal method of procurement may also be used for small purchases if it is determined to be appropriate. The competitive proposal method of procurement may not be used for the procurement of construction services. The competitive proposal method of procurement is appropriate when any of the following circumstances are present:
  - (1) <u>Type of Specifications</u> The products or services to be acquired are described in a performance or functional specification, or if described in detailed technical specifications, other circumstances such as the need for

- discussions or the importance of basing contract award on factors other than price alone are present.
- (2) <u>Uncertain Number of Sou</u>rces Uncertainty about whether more than one bid will be submitted in response to an Invitation for Bids.
- (3) <u>Price Alone Not Determinative</u> Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors.
- (4) <u>Discussions Expected</u> Separate discussions with individual offerors are expected to be necessary after they have submitted their proposals.
- (b) <u>Requirements for Competitive Proposals</u> The following requirements apply to the competitive proposal method of procurement:
  - (1) Publicity The Request for Proposals must be publicly advertised.
  - (2) <u>Evaluation Factors</u> All evaluation factors and their relative importance must be specified in the solicitation, but numerical or percentage ratings or weights need not be disclosed.
  - (3) <u>Adequate Sources</u> Proposals must be solicited from an adequate number of qualified sources.
  - (4) <u>Evaluation Method</u> A specific method must be established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.
  - (5) <u>Price and Other Factors</u> An award must be made to the responsible offeror whose proposal is most advantageous to Tomah Transit or that represents the "best value" to Tomah Transit with price and other factors considered.
  - (6) <u>Best Value</u> «Dba\_Name» may award a contract to the offeror whose proposal provides the greatest value to Tomah Transit. To do so, the solicitation must inform potential offerors that the award will be made on a "best value" basis and identify what factors will form the basis for award. Tomah Transit must base its determination of which proposal represents the "best value" on an analysis of the tradeoff of qualitative technical factors and price or cost factors.

# 5.5.3.9. Two-Step Procurements

Tomah Transit may use two-step procurement procedures in both sealed bid and competitive proposal procurements, provided the opportunity for full and open competition is retained.

- (a) Review of Technical Qualifications and Approach The first step is a review of the prospective contractors' technical approach to Tomah Transit's request and their technical qualifications to carry out that approach followed by the establishment of a competitive range consisting of prospective contractors that demonstrate a technically satisfactory approach and have satisfactory qualifications.
- (b) Review of Bids and Proposals Submitted by Qualified Prospective Contractors The second step consists of soliciting and reviewing complete bids or proposals, including price, submitted by each prospective contractor determined to be qualified. Absent

exceptional circumstances, bids or proposals must be solicited from at least three qualified prospective contractors.

# 5.5.3.10. Architectural and Engineering (A&E) Services and Other Services

FTA's enabling legislation at 49 U.S.C. § 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the "Brooks Act," 40 U.S.C. § 1101 through 1104, to acquire A&E services.

- (a) Qualifications-Based Procurement Procedures Required Tomah Transit must use qualifications-based procurement procedures to acquire architectural and engineering (A&E) services as well as certain other services that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. In addition to A&E services, other services that must be procured by qualifications-based procurement procedures include:
  - Program management;
  - Construction management;
  - Feasibility studies;
  - Preliminary engineering;
  - Design, architectural, engineering;
  - Surveying, mapping; and
  - Other related services.

The nature of the work to be performed and its relationship to construction, not the nature of the prospective contractor, determine whether qualifications-based procurement procedures may be used.

- (b) <u>Qualifications-Based Procurement Procedures Prohibited</u> Unless FTA determines otherwise in writing, qualifications-based procurement procedures may not be used to acquire other types of services if those services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property. Qualifications-based procurement procedures may not be used for actual construction, alteration or repair to real property.
- (c) <u>Qualifications-Based Procurement Procedures</u> The following procedures apply to qualifications-based procurements:
  - (1) <u>Qualifications</u> Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror's qualifications are evaluated to determine contract award.
  - (2) Price Price is excluded as an evaluation factor.
  - (3) <u>Most Qualified</u> Price negotiations are first conducted with only the most qualified offeror.
  - (4) Next Most Qualified Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if

necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable.

# 5.6. Procurement by Other Than Full and Open Competition

Normally, Tomah Transit must provide for full and open competition when soliciting bids or proposals. Federal regulations at 2 CFR § 200.320(f)(1) - (4), however, acknowledges that under certain circumstances, a recipient may conduct procurements without providing for full and open competition.

# 5.6.1. When Appropriate

Noncompetitive procurement procedures may only be used when the procurement is inappropriate for small purchase procedures, sealed bids, or competitive proposals, and at least one of the following circumstances are present:

# 5.6.1.1. Competition Adequacy

After soliciting several sources and receiving an inadequate response, Tomah Transit shall review its specifications to determine if they are unduly restrictive or if changes can be made to encourage submission of more price quotes, bids or proposals. If Tomah Transit determines that the specifications are not unduly restrictive and changes cannot be made to encourage greater competition, Tomah Transit may determine the original competition adequate and complete the purchase from among the sources that submitted a price quote, bid or proposal. A cost analysis must be performed in lieu of a price analysis when this situation occurs.

## **5.6.1.2.** Sole Source

When Tomah Transit requires products or services available from only one responsible source, and no other products or services will satisfy its requirements, Tomah Transit may make a sole source award. In addition, when Tomah Transit requires an existing contractor to make a change to its contract that is beyond the scope of that contract, Tomah Transit will consider the change a sole source award that must be justified. Sole source awards are only appropriate when one of the following conditions apply:

- (a) <u>Unique Capability or Availability</u> The products or services are available from only one source if one of the conditions described below is present:
  - (1) <u>Unique or Innovative Concept</u> The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to Tomah Transit only from one source and has not in the past been available to Tomah Transit from another source.

- (2) <u>Patents or Restricted Data Rights</u> Patent or data rights restrictions preclude competition.
- (3) <u>Substantial Duplication Costs</u> In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
- (4) <u>Unacceptable Delay</u> In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling Tomah Transit's needs.
- (b) <u>Single Bid or Proposal</u> Upon receiving a single bid or proposal in response to a solicitation, Tomah Transit should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.
  - (1) <u>Adequate Competition</u> Competition is adequate when the reasons for a single response were caused by conditions beyond Tomah Transit's control.
  - (2) <u>Inadequate Competition</u> Competition is inadequate when the reasons for a single response were caused by conditions within Tomah Transit's control.
- (c) <u>Unusual and Compelling Urgency</u> Tomah Transit may limit the number of sources from which it solicits bids or proposals when Tomah Transit has such an unusual and urgent need for the products or services that Tomah Transit would be seriously injured unless it were permitted to limit the solicitation. Tomah Transit may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the products or services.
- (d) <u>Authorized by WISDOT</u> Tomah Transit may request permission from WISDOT to allow it to use noncompetitive proposals for a particular procurement.
- (e) When Prohibited Less than full and open competition is not justified based on:
  - (1) <u>Failure to Plan</u> Tomah Transit's lack of advance planning, resulting in limited competition, is not justification for a sole source or single bid award.
  - (2) <u>Limited Availability of Federal Assistance</u> Concerns about the amount of Federal assistance available to support the procurement;
- (f) <u>Procurement Procedures</u> The following requirements apply when Tomah Transit completes a procurement utilizing less than full and open competition:
  - (1) <u>Potential Sources</u> Tomah Transit must solicit offers from as many potential sources as is practicable under the circumstances.
  - (2) <u>Sole Source Justification</u> Tomah Transit must justify all sole source procurements in writing. Sole source procurement justifications must describe the reasons for why a sole source procurement is appropriate, state which of

the authorized justifications listed in Section 5.6.1.2 are applicable, include a cost analysis and be signed by the City Treasurer. If Tomah Transit decides to solicit an offer from only one source, Tomah Transit must justify its decision in writing. The written justification must include the same elements as a sole source justification except that it must state which of the authorized justifications listed in Section 5.6.1.2 are applicable to the sole source purchase.

- (3) <u>Cost Analysis</u> Tomah Transit must prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits. A price analysis shall not be adequate to justify a sole source purchase.
- (g) Exception for Procurement Activities Using Non-FTA Funds When it is determined by the City Treasurer to be in the best interest of Tomah Transit, noncompetitive procurement procedures may be utilized to acquire professional or other transportation-related services that do not involve the use of FTA financial assistance. Any such determination must be made in writing and signed by the City Treasurer.

# 5.7. Evaluation Requirements

The following standards shall apply to all evaluations of bids or proposals conducted by Tomah Transit.

# 5.7.1. General

When evaluating bids or proposals received in response to a solicitation, Tomah Transit shall consider all evaluation factors specified in the solicitation documents and shall evaluate the bids or offers proposals only on the evaluation factors included in those solicitation documents. Tomah Transit may not modify its evaluation factors after bids or proposals have been received without re-opening the solicitation.

#### **5.7.2.** Options

The following standards shall apply when awarding contracts that include options:

# 5.7.2.1. Evaluation Required

In general, Tomah Transit must evaluate bids or offers for any option quantities or periods contained in a solicitation if it intends to exercise those options after the contract is awarded.

#### 5.7.2.2. Evaluation Not Required

Tomah Transit need not evaluate bids or offers for any option quantities when Tomah Transit does not intend to exercise those options after the contract is awarded or if it determines that evaluation would not otherwise be in its best interests.

## 5.7.2.3. Evaluators

In addition to evaluators with experience in technical or public policy matters related to the procurement, other evaluators may also include auditors and financial experts to the extent that the City Treasurer determines would be necessary or helpful. If Tomah Transit lacks qualified personnel within its organization, it may solicit evaluators from other transit organizations or may contract for evaluation services. If it does so, the procurement procedures in this policy will apply to those contracts and to those contractors selected to perform evaluation functions on behalf of the recipient.

## 5.8. Contract Award Requirements

The following standards shall apply to all contract award decisions made by Tomah Transit:

#### 5.8.1. Award to Other Than the Lowest Bidder or Offeror

Tomah Transit may award a contract to other than the lowest bidder if the award furthers an objective consistent with the purposes of 49 U.S.C. Chapter 53, including improved long-term operating efficiency and lower long-term costs. Tomah Transit may also award a contract to other than the offeror whose price proposal is lowest, when stated in the evaluation factors of the solicitation. In both cases, Tomah Transit must include a statement in its solicitation document reserving the right to award the contract to other than the low bidder or offeror.

# **5.8.1.1.** Award Only to a Responsible Bidder or Offeror

Tomah Transit may only award contracts to responsible contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract and who demonstrate that its proposed subcontractors also qualify as responsible. Tomah Transit must consider such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources when making a determination of contractor responsibility. Tomah Transit must also ensure that the contractor is not listed as a debarred or suspended contractor on the System for Award Management (SAM), which is maintained by the General Services Administration (GSA), at the time of contract award. Entities that are listed as debarred or suspended contractors on SAM may not be determined to be responsible contractors by Tomah Transit . For every procurement action above the micropurchase level, Tomah Transit must make a written determination of the responsibility of the contractor and include such determination in the applicable contract file (See Section 3.6).

To designate a prospective contractor "responsible" as required by 49 U.S.C. § 5325, Tomah Transit, at a minimum, must determine and ensure that the prospective contractor satisfies the following criteria described herein. In addition to being otherwise qualified and eligible to receive the contract award under applicable laws and regulations, a responsible contractor:

(a) <u>Integrity and Ethics</u> – Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A).

- (b) <u>Debarment and Suspension</u> Is neither debarred nor suspended from Federal programs under DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.
- (c) <u>Affirmative Action and DBE</u> Is in compliance with the Common Grant Rules' affirmative action and FTA's Disadvantaged Business Enterprise requirements.
- (d) <u>Public Policy</u> Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. § Section 5325(j)(2)(B).
- (e) Administrative and Technical Capacity Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D).
- (f) <u>Licensing and Taxes</u> Is in compliance with applicable licensing and tax laws and regulations.
- (g) <u>Financial Resources</u> Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D).
- (h) <u>Production Capability</u> Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (i) <u>Timeliness</u> Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (j) Performance Record Is able to provide a:
  - (1) Current Performance Satisfactory current performance record; and
  - (2) <u>Past Performance</u> Satisfactory past performance record in view of its records of long-time performance or performance with a predecessor entity, including:
    - Sufficient Resources. Key personnel with adequate experience, a parent firm with adequate resources and experience, and key subcontractors with adequate experience and past performance,
    - ii. Adequate Past Experience. Past experience in carrying out similar work with particular attention to management approach, staffing, timeliness, technical success, budgetary controls, and other specialized considerations as described in the recipient's solicitation, and
    - iii. Any Past Deficiencies Not the Fault of the Bidder or Offeror. A prospective bidder or offeror that is or recently has been seriously deficient in contract performance is presumed to be non-responsible, unless the recipient determines that the circumstances were properly beyond the bidder or offeror's control, or unless the bidder or offeror has taken appropriate corrective action. Past failure to apply sufficient tenacity, perseverance, and effort to perform acceptably is strong evidence of non-responsibility. Failure

to meet the quality requirements of a contract is a significant factor to consider in determining satisfactory performance. WISDOT expects Tomah Transit to consider the number of the bidder or offeror's contracts involved and the extent of deficient performance in each contract when making this determination.

# 5.8.1.2. Rejection of Bids and Proposals

Tomah Transit may reject all bids or proposals submitted in response to an Invitation for Bids or Request for Proposals. Tomah Transit must include a statement in its solicitation document reserving the right to reject all bids or proposals.

(a) Extent and Limits of Contract Award – The selection of a contractor to participate in one aspect of a project does not, by itself, constitute a sole source selection of the contractor's wholly owned affiliates to perform other work in connection with the project.

# 5.9. Independent Cost Estimate and Cost and Price Analysis

## 5.9.1. Independent Cost Estimate

For every procurement, Tomah Transit shall make a written independent estimate of cost prior to receiving price quotes, bids or proposals.

## 5.9.2. Cost or Price Analysis

Tomah Transit shall perform a cost or price analysis in connection with every procurement over \$250,000 and for all contract modifications.

# 5.9.2.1. Price Analysis

If Tomah Transit determines that competition was adequate, a written price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price.

# 5.9.2.2. Cost Analysis

Tomah Transit must perform or obtain a cost analysis when:

- (a) A price analysis will not provide sufficient information to determine the reasonableness of the contract cost.
- (b) When the offeror submits elements of the estimated cost.
- (c) When only a sole source is available, even if the procurement is a contract modification.
- (d) In the event of a change order.

# 5.9.3. Approval of Contracts

All contracts must be signed by the City Treasurer.

# 6. CONTRACT ADMINISTRATION REQUIREMENTS AND CONSIDERATIONS

# 6.1. Tomah Transit Staff Responsibilities

Prior to execution of third party contracts, Tomah Transit shall designate a Project Manager to serve as Tomah Transit's principal contact with the contractor and as the primary administrator of the contract. The designated Project Manager for each contract shall have responsibility for directing and overseeing the work performed by the contractor; reviewing and approving deliverables and invoices from the contractor; determining percentage of contract completion for progress payments (if applicable); making recommendations on the exercise of contract options (if applicable); recommending contract changes; preparing justifications for contract changes; performing independent cost estimates and cost or price analyses for contract changes; making recommendations on approval or rejection of subcontractors; assisting with the resolution of contract disputes; making recommendations on contract termination or other contractor disciplinary actions; maintaining complete contract files; and other contract administration duties that may be necessary.

# 6.2. Administrative Restrictions on the Acquisition of Property and Services

The following Federal laws and regulations impose administrative requirements, many of which will affect specific third-party procurements.

# 6.2.1. Legal Eligibility

The property or services acquired must be eligible for support under the restrictions accompanying the Federal statute authorizing the Federal assistance to be used.

## **6.2.2.** Scope of the Project

The property or services acquired must be eligible for support within the scope of the underlying grant or cooperative agreement from which the Federal assistance to be used is derived.

## 6.2.3. Period of Performance

Tomah Transit will use sound business judgment and be judicious in establishing and extending a contract's period of performance.

#### 6.2.3.1. General Standards

The period of performance generally should not exceed the time necessary to accomplish the purpose of the contract. Tomah Transit will also consider competition, pricing, fairness, and public perception. Tomah Transit's procurement files will document its rationale for determining the performance period designated for each contract.

#### 6.2.3.2. Time Extensions

Consistent with the general tone of FTA Circular 4220.1F, contract time extensions shall be considered in light of whether they are permissible changes or impermissible cardinal changes. Once Tomah Transit awards a third-party contract, an extension of the contract term length that amounts to a cardinal change will require a sole source justification.

## 6.2.3.3. Authority to Extend

The City Treasurer has the sole authority to approve and execute contract modifications. The City Treasurer for the contract shall recommend all contract time; prior to making a recommendation for a contract time extension. The City Treasurer shall prepare a written justification and cost analysis (if applicable) for the contract time extension and shall negotiate the appropriate contract modification with the contractor.

# 6.3. Federal Cost Principles

Federal rules require project costs to conform to applicable Federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the recipient.

OMB guidance for grants and agreements, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR § 200, applies to project costs incurred Tomah Transit.

# 6.4. Payment Provisions

Tomah Transit will follow the provisions of this section when using FTA funds to support its third party contracts.

## 6.4.1. Financial Support for the Project

Costs may only be incurred by Tomah Transit if WISDOT has awarded a financial assistance contract to Tomah Transit.

#### **6.4.1.1.** Progress Payments

Progress payments are payments for contract work that has not been completed. Tomah Transit may use WISDOT assistance to support progress payments provided the recipient obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested.

# **6.4.1.2.** Adequate Security for Progress Payments

Adequate security for progress payments may include taking title or obtaining a letter of credit or taking equivalent measures to protect the recipient's financial interest in the progress payment. Adequate security should reflect the practical realities of different procurement scenarios and factual circumstances. Tomah Transit should always consider the costs associated

with providing security (for example, the recipient may need to acquire bonds or letters of credit in the commercial marketplace) and the impact of those costs on the contract price, as well as the consequences of incomplete performance.

# 6.4.1.3. Adequate Documentation

Sufficient documentation is required to demonstrate completion of the amount of work for which progress payments are made.

# 6.4.1.4. Percentage of Completion Method

Federal rules require that any progress payments for construction contracts be made on a percentage of completion method described therein. Tomah Transit, however, may not make progress payments for other than construction contracts based on this percentage method.

# 6.5. Protections Against Performance Difficulties

Tomah Transit shall include provisions in its third-party contracts that will reduce potential problems that might occur during contract performance, as follows:

#### 6.5.1. Changes

Tomah Transit shall include provisions that address changes and changed conditions in all third-party contracts except for routine supply contracts.

#### 6.5.2. Remedies

Tomah Transit shall include provisions that address remedies in its third-party contracts. Provisions related to remedies may include provisions for:

# 6.5.2.1. Liquidated Damages

Tomah Transit may use liquidated damages if Tomah Transit reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. Rate and measurement standards must be calculated to reasonably reflect Tomah Transit 's costs should the standards not be met, and must be specified in the solicitation and contract. The assessment for damages may be established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The contract file must include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered must be credited to the project account.

# 6.5.2.2. Violation or Breach

Third party contracts exceeding \$100,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third-party contractor.

# 6.5.2.3. Suspension of Work

Tomah Transit may include provisions pertaining to suspension of work in its third-party contracts.

#### 6.5.2.4. Termination

Termination for cause and termination for convenience provisions must be included in third party contracts exceeding \$10,000.

# 6.6. Contents of Complete Contract Files

The following documents shall comprise the contents of a complete contract file for procurements above the micro-purchase level:

# 6.6.1. Written Record of Procurement History

Tomah Transit shall maintain written records detailing the history of the procurement, including records relating to:

# 6.6.1.1. Procurement Method

Tomah Transit must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive.

# 6.6.1.2. Contract Type

Tomah Transit must state the reasons for selecting the contract type it used.

# 6.6.1.3. Contractor Selection

Tomah Transit must state its reasons for contractor selection or rejection, including written justification and evaluation documents.

## 6.6.1.4. Contractor Responsibility

Tomah Transit must provide a written determination of responsibility for the successful contractor.

## 6.6.1.5. Cost or Price

Tomah Transit must evaluate and state its justification for the contract cost or price, including the independent cost estimate and cost or price analysis.

#### 6.6.1.6. Reasonable Documentation

Tomah Transit must retain documentation commensurate with the size and complexity of the procurement, including documents related to solicitation, receipt and evaluation of offers, and contract award, negotiation and execution.

#### 6.7. Access to Records

Federal rules (49 U.S.C. § 5325(g)) provide FTA and WISDOT officials, the Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

#### 6.8. Contract Administration and Close-Out Documents

Tomah Transit shall maintain written records detailing the performance and close-out of the contract, including records relating to:

#### 6.8.1. Contractor Performance

Tomah Transit must maintain documents related to contractor adherence to budget and schedule, compliance with contract terms and conditions, DBE participation, progress reports, disputes and disciplinary actions.

#### 6.8.2. Contract Deliverables

Tomah Transit must maintain copies of all contract deliverables and records relating to approval, rejection and requested modifications of contract deliverables.

#### 6.8.3. Contract Changes

Tomah Transit must maintain copies of all contract modifications, including documentation related to the determination of need, written justification and rationale, cost analysis, negotiation and execution.

# 6.8.4. Contract Payments

Tomah Transit must retain documentation of invoices, approval of payments, requests for modifications to invoices, determination of percentage of contract completion for partial payments (if applicable), and ownership of title to partial work products.

#### 6.8.5. Contract Close-Out

Tomah Transit must retain documentation related to contractor performance and evaluation, approval of final deliverables and payments, transfer of title to complete work products to Tomah Transit, and contract audit and final reconciliation.

#### 6.9. Protest Procedures

#### 6.9.1. Statement of Policy

Tomah Transit is responsible for resolving all contractual and administrative issues, including protests of evaluations and contract awards, arising out of its third-party procurements using good administrative practices and sound business judgment.

In general, WISDOT will not substitute its judgment for that of Tomah Transit unless the matter is primarily a Federal concern. Nevertheless, WISDOT and FTA can become involved in Tomah Transit's administrative decisions when a Tomah Transit protest decision is appealed to WISDOT.

Tomah Transit shall give timely notification to WISDOT when it receives a third-party procurement protest and will keep FTA informed about the status of any such protest. Tomah Transit shall disclose all information about any third-party procurement protest to WISDOT upon request.

Tomah Transit's procedure for addressing third party procurement protests is described in Paragraph 6.9.2 below. Tomah Transit shall insert its protest procedure in all solicitation documents for products and services having an estimated value of \$100,000 or greater.

# 6.9.2. Tomah Transit Staff Responsibilities

The following staff responsibilities shall be assigned in all protests:

- <u>City Treasurer</u> Responsibilities include: ensuring that the Tomah Transit Protest Procedure is
  included in all solicitation documents; and providing information to and assisting the Common
  Council and City Attorney with the resolution of protests.
- <u>City Attorney</u> Responsibilities include: reviewing all procurement protests; and advising and assisting the Tomah Transit as needed with the resolution of all procurement protests.

# 6.9.3. Solicitation Provision

Tomah Transit shall insert the following provision in all solicitation documents:

## 6.9.3.1. Pre-Proposal Protests

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency

letterhead or by electronic mail) to the City Treasurer as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The City Treasurer may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the City Treasurer as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the City Treasurer shall be the final agency decision on the matter but shall be subject to judicial review as set forth by FTA below.

## 6.9.3.2. Pre-Award Protests

With respect to protests made after the deadline for submission of bids/proposals but before contract award by Tomah Transit, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, Tomah Transit's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the City Treasurer as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by Tomah Transit.

The City Treasurer may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that Tomah Transit shall announce the contract award.

The decision by the City Treasurer shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by WISDOT as specified below.

## 6.9.4. Requirements for Protests

All protests must be submitted to Tomah Transit in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by Tomah Transit.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the City Treasurer at the address shown in the solicitation documents.

#### 6.9.5. Protest Response

The City Treasurer shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, Tomah Transit will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official Tomah Transit response to the protest and Tomah Transit will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

#### 6.9.6. Review of Protests by WISDOT

All protests involving contracts financed with Federal assistance shall be disclosed to WISDOT. Protesters shall exhaust all administrative remedies with Tomah Transit prior to pursuing protests with WISDOT. WISDOT limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to WISDOT must be received within five (5) working days of the date the Protester has received actual or constructive notice of Tomah Transit final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to WISDOT.

# RESOLUTION AUTHORIZING PAYMENT OF MONTHLY BILLS

Be it resolved by the Common Council of the City of Tomah that the Committee of the Whole has reviewed the monthly bills and recommends the City Council approve said bills as follows:

1. Pre-Paid Checks:	2024	\$257,672.67	Check #'s:	144916 144973	144951 145060
2. Payroll:		\$320,713.12	Dir Dep #'s:	9302612	9302837
3. Wire/ACH Transfers:		\$633,242.39			
4. Invoices:		\$6,218.06			
Total:	_	\$1,217,846.24			
			Mayor		
			Clerk		

Requested by: Finance Department

Submitted by: Committee of the Whole

June 17, 2024

CITY OF TOMAH

# Check Register - Print Check Register - For Council Approval Check Issue Dates: 12/4/2020 - 6/11/2024

Page: Ч Jun 11, 2024 01:26PM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
144916										
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	0108530000	1	01-55200-2210	.00	78.14	78.14
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	0296130000	1	01-55200-2210	.00	27.39	27.39
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	0308030000	1	01-55200-2210	.00	43.20	43.20
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	0448140000	1	01-55200-2210	.00	1,008.82	1,008.82
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	0513010000	1	01-55200-2210	.00	18.42	18.42
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	0806110000	1	01-55200-2210	.00	97.19	97.19
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	1392750000	1	01-55200-2210	.00	21.41	21.41
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	1681000000	1	01-52900-2210	.00	19.91	19.91
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	2131000000	1	01-55200-2210	.00	33.23	33.23
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	2243740000	1	01-55200-2210	.00	18.42	18.42
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	2447130000	1	12-55500-2210	.00	646.42	646.42
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	3229430000	1	01-55200-2210	.00	18.42	18.42
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	3674180423	1	01-55200-2210	.00	36.84	36.84
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	3781840000	1	01-55200-2210	.00	159.35	159.35
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	3966840000	1	01-55200-2210	.00	139.52	139.52
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	4309800000	1	01-55200-2210	.00	109.94	109.94
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	4452240000	1	01-55402-2210	.00	101.07	101.07
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	4519646155	1	01-55200-2210	.00	26.96	26.96
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	4819750000	1	01-55200-2210	.00	670.93	670.93
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	5098920000	1	01-55200-2210	.00	41.48	41.48
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	5122340000	1	01-55200-2210	.00	74.45	74.45
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	5276700000	1	01-55200-2210	.00	27.63	27.63
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	5305120000	1	01-55200-2210	.00	17.27	17.27
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	5400530000	1	01-55200-2210	.00	27.63	27.63
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	5491010000	1	01-55200-2210	.00	22.82	22.82
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	5563800000	1	01-55200-2210	.00	27.63	27.63
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	5582240000	1	01-55200-2210	.00	57.68	57.68
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	5730840000	1	01-55200-2210	.00	42.85	42.85
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	6198210000	1	01-55200-2210	.00	38.96	38.96
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	6301650000	1	01-55200-2210	.00	17.27	17.27
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	6617650000	1	12-55500-2210	.00	56.25	56.25
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	7127140000	1	01-55200-2210	.00	95.20	95.20
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	7312600000	1	01-55200-2210	.00	27.39	27.39
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	7625640000	1	01-55200-2210	.00	18.42	18.42
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	7699530000	1	01-55402-2210	.00	37.14	37.14
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	7845440000	1	01-55200-2210	.00	15.20	15.20
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	7892520000	1	01-55200-2210	.00	19.08	19.08
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	7906820000	1	01-55200-2210	.00	36.77	36.77

CITY OF TOMAH

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GL	Check	Check	Vendor		Invoice	Invoice	Invoice	Discount	Invoice	Check
Period	Issue Date	Number ———	Number	Payee	Number 	Sequence	GL Account	Taken	Amount -	Amount
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	7916150000	1	01-55200-2210	.00	169.16	169.16
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	8098330000	1	01-55200-2210	.00	60.06	60.06
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	8270300000	1	01-55200-2210	.00	21.19	21.19
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	8935750000	1	01-55200-2210	.00	33.61	33.61
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	9101020000	1	01-55200-2210	.00	110.33	110.33
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	9303554588	1	01-55200-2210	.00	21.83	21.83
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	9815010000	1	12-55500-2210	.00	124.67	124.67
05/24	05/16/2024	144916	30	ALLIANT ENERGY/WPL	Acct #32195	1	01-52100-2210	.00	1,646.38	1,646.38
To	otal 144916:							.00	-	6,163.93
144917										
05/24	05/16/2024	144917	2430	AT&T MOBILITY - AMBULANCE	2873036156	1	03-52300-2230	.00	398.87	398.87
To	otal 144917:							.00	-	398.87
<b>144918</b> 05/24	05/16/2024	144918	2431	AT&T MOBILITY - FIRE DEPT.	2873030555	1	01-52200-2230	.00	206.03	206.03
00,21	30, 10, 202 1		2.0.	,	20.000000	·	0.02200		-	
To	otal 144918:							.00	-	206.03
144919										
05/24	05/16/2024	144919	96	BOUND TREE MEDICAL LLC	85335311	1	12-55500-3400	.00	85.23	85.23
05/24	05/16/2024	144919	96	BOUND TREE MEDICAL LLC	85340157	1	03-52300-3402	.00	1,077.35	1,077.35
05/24	05/16/2024	144919	96	BOUND TREE MEDICAL LLC	85340158	1	03-52300-3402	.00	117.72	117.72
To	otal 144919:							.00	-	1,280.30
144920										
05/24	05/16/2024	144920	191	DEMCO INC	7478628	1	10-55110-3100	.00	86.94	86.94
To	otal 144920:							.00	-	86.94
144921	05/40/202	44400:	222	EVEDENT EMERGENOVY EVE	D07057		00 50000 0505	25	22.25	22.55
05/24	05/16/2024	144921	226	EVEREST EMERGENCY VEHICL	P0/257	1	03-52300-3500	.00	90.63	90.63
To	otal 144921:							.00		90.63
									-	

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144922										
05/24	05/16/2024	144922	375	KWIK TRIP CREDIT DEPT	00349111 05.	1	01-55200-3400	.00	292.94	292.94
05/24	05/16/2024	144922	375	KWIK TRIP CREDIT DEPT	00421945 04	1	03-52300-3401	.00	5,168.81	5,168.81
05/24		144922	375		00474557 04	1	01-52200-3400	.00	594.05	594.05
7	otal 144922:							.00	-	6,055.80
	otai 144322.								-	0,000.00
144923										
05/24	05/16/2024	144923	1391	LOFFLER COMPANIES	4694234	1	01-51420-2900	.00	41.33	41.33
7	otal 144923:							.00		41.33
144924									-	
05/24		144924	2328	LYNXX NETWORKS	631700 05.2	1	01-53510-2240	.00	100.59	100.59
05/24	05/16/2024	144924	2328	LYNXX NETWORKS	690500 05.2	1	01-52100-2230	.00	685.13	685.13
05/24		144924	2328	LYNXX NETWORKS	690500 05.2	2	01-51200-2230	.00	57.82	57.82
05/24	05/16/2024	144924	2328	LYNXX NETWORKS	690500 05.2	3	01-51520-2230	.00	61.04	61.04
05/24	05/16/2024	144924	2328	LYNXX NETWORKS	690500 05.2	4	01-51415-2230	.00	15.22	15.22
05/24		144924	2328	LYNXX NETWORKS	690500 05.2	5	01-51420-2230	.00	58.18	58.18
05/24	05/16/2024	144924	2328	LYNXX NETWORKS	690500 05.2	6	01-51100-2230	.00	15.22	15.22
05/24	05/16/2024	144924	2328	LYNXX NETWORKS	690500 05.2	7	01-51530-2230	.00	15.22	15.22
05/24		144924	2328	LYNXX NETWORKS	690500 05.2	8	01-51410-2230	.00	25.95	25.95
05/24	05/16/2024	144924	2328	LYNXX NETWORKS	690500 05.2	9	01-52400-2230	.00	46.80	46.80
05/24	05/16/2024	144924	2328	LYNXX NETWORKS	690500 05.2	10	01-53100-2230	.00	58.94	58.94
05/24		144924	2328	LYNXX NETWORKS	690500 05.2	11	01-15610	.00	29.84	29.84
05/24	05/16/2024	144924	2328	LYNXX NETWORKS	690500 05.2	12	01-15620	.00	46.61	46.61
05/24	05/16/2024	144924	2328	LYNXX NETWORKS	690500 05.2	13	01-55200-2230	.00	16.67	16.67
05/24		144924	2328	LYNXX NETWORKS	690500 05.2	14	01-52100-2230	.00	175.00	175.00
05/24		144924	2328		690500 05.2	15	01-52100-2230	.00	175.00	175.00
00/21	00/10/2021	111021	2020	Emocratic	000000 00.2	10	01 01 100 2000		-	170.00
٦	otal 144924:							.00	-	1,583.23
144925										
05/24	05/16/2024	144925	442	MISSISSIPPI WELDERS SUPPL	509538	1	03-52300-3400	.00	84.82	84.82
7	otal 144925:							.00		84.82
444000									-	
05/24	05/16/2024	144926	499	OAKDALE ELECTRIC COOPERA	30198001 05	1	01-53420-2900	.00	333.00	333.00

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05/24	05/16/2024	144926	499	OAKDALE ELECTRIC COOPERA	30198002 05	1	01-53420-2900	.00	41.00	41.00
To	otal 144926:						-	.00	_	374.00
<b>144927</b> 05/24	05/16/2024	144927	990	O'REILLY AUTOMOTIVE STORE	2034-342602	1	01-52200-3400	.00	239.80	239.80
	otal 144927:						-	.00	-	239.80
144928							-		_	
05/24	05/16/2024	144928	538	QUILL CORPORATION	38313354	1	03-52300-3400	.00	29.78	29.78
05/24	05/16/2024	144928	538	QUILL CORPORATION	38419432	1	03-52300-3400	.00	38.99	38.99
To	otal 144928:						-	.00	-	68.77
144929	05/40/0004	444000			TIT! = AND !				050.00	050.00
05/24	05/16/2024	144929	547	REGISTRATION FEE TRUST	TITLE AND L	1	11-57350-8400	.00	359.00	359.00
To	otal 144929:						-	.00	-	359.00
<b>144930</b> 05/24	05/16/2024	144930	2636	SHAWN ZABINSKI	TOM WOPAT	1	05-55120-3400	.00	170.91	170.91
00/24	00/10/2024	144300	2000	OH / WWW Z/ IDHNORU	101111101711	·	-	.00	-	170.01
To	otal 144930:						-	.00	-	170.91
<b>144931</b> 05/24	05/16/2024	144931	2451	SHINTIA THOMAS	REIMBURSM	1	10-55111-3100	.00	59.08	59.08
To	otal 144931:						-	.00	-	59.08
10	ntai 144301.						-		-	
144932										
05/24	05/16/2024	144932		STREICHERS INC	#11698528	1	01-52100-1390	.00	149.00	149.00
05/24	05/16/2024	144932	603	STREICHERS INC	11698578	1	01-52100-1390	.00	85.00 -	85.00
To	otal 144932:						-	.00	_	234.00
144933										
05/24	05/16/2024	144933	1732	TELEFLEX LLC	9508401555	1	03-52300-3402	.00	677.50	677.50

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									-	
To	tal 144933:							.00	_	677.50
144934										
05/24	05/16/2024	144934	633	TKK ELECTRONICS LLC	#141695	1	05-57210-8300	.00	3,082.74	3,082.74
To	tal 144934:							.00	_	3,082.74
144935										
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	1751.00 05.2	1	01-55200-2220	.00	42.75	42.75
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	1917.05 05.2	1	01-55401-2220	.00	8.22	8.22
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	1945.00 05.2	1	01-55200-2220	.00	42.75	42.75
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	2049.01 05.2	1	01-55200-2220	.00	24.54	24.54
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	2064.00 05.2	1	01-55401-2220	.00	121.65	121.65
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	2196.01 05.2	1	01-55200-2220	.00	63.79	63.79
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	2289.00 05.2	1	01-55200-2220	.00	88.43	88.43
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	2289.01 05.2	1	01-55200-2220	.00	42.75	42.75
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	2547.00 05.2	1	01-55200-2220	.00	24.54	24.54
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	2937.00 05.2	1	01-55401-2220	.00	184.77	184.77
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	2943.01 05.2	1	01-55200-2220	.00	42.75	42.75
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	3114.00 05.2	1	01-55200-2220	.00	94.74	94.74
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	3255.00 05.2	1	01-55401-2220	.00	394.91	394.91
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	3304.00 05.2	1	01-55402-2200	.00	307.52	307.52
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	3353.00 05.2	1	01-55200-2220	.00	24.54	24.54
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	3439.00 05.2	1	01-55401-2220	.00	162.07	162.07
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	3521.00 05.2	1	01-55402-2220	.00	65.08	65.08
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	3582.00 05.2	1	01-55200-2220	.00	24.54	24.54
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	809.05 05.24	1	01-55200-2220	.00	179.51	179.51
05/24	05/16/2024	144935	658	TOMAH WATER & SEWER UTILI	854.00 05.24	1	01-55200-2220	.00	81.60	81.60
To	tal 144935:							.00	_	2,021.45
144936										
05/24	05/16/2024	144936	721	WE ENERGIES	0708538032-	1	10-55110-2200	.00	839.79	839.79
To	tal 144936:							.00	_	839.79
									-	
144937										
05/24	05/16/2024	144937	770	WOLF CONCRETE & CONSTRU	2024-03	1	17-57331-8553	.00	3,469.55	3,469.55

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05/24	05/16/2024	144937	770	WOLF CONCRETE & CONSTRU	2024-04	1	08-57331-8500	.00	3,469.55	3,469.55
To	tal 144937:							.00	-	6,939.10
144938										
05/24	05/22/2024	144938	2638	ANTHEM BLUE CROSS & BLUE	LETTER ID:	1	03-13100	.00	1,045.33	1,045.33
To	tal 144938:							.00	-	1,045.33
144939	05/00/0004	444000	00	DOUND TREE MEDICAL I.I.O.	05040400		00 50000 0400	00	000.05	000.05
05/24	05/22/2024	144939	96	BOUND TREE MEDICAL LLC	85343130	1	03-52300-3402	.00	238.05	238.05
To	tal 144939:							.00	-	238.05
144940										
05/24	05/22/2024	144940	1388	CASH	2024 K9 GO	1	01-52140-3400	.00	500.00	500.00
To	tal 144940:							.00	-	500.00
144941										
05/24 05/24	05/22/2024 05/22/2024	144941 144941		FLOCK SAFETY FLOCK SAFETY	#INV-39792 #INV-39792	1 2	05-57210-8300 01-52100-3400	.00 .00	12,600.00 700.00	12,600.00 700.00
03/24	03/22/2024	144941	2039	FLOCK SAFETT	#1144-39792	2	01-32100-3400	.00	700.00	700.00
To	tal 144941:							.00	-	13,300.00
<b>144942</b> 05/24	05/22/2024	144942	274	GERKE EXCAVATING INC	67547	1	01-53311-2900	.00	1,812.50	1,812.50
03/24	03/22/2024	144942	214	GERNE EXCAVATING INC	07547	'	01-55511-2900	.00	1,612.50	1,612.50
To	tal 144942:							.00	-	1,812.50
<b>144943</b> 05/24	05/22/2024	144943	067	VIEEED LAMONT	MILEAGE F	1	02-56910-3350	.00	120.60	120.60
03/24	03/22/2024	144943	907	KIEFER, LAMONT	WILLEAGE F	'	02-30910-3330	.00	120.00	120.00
To	tal 144943:							.00	-	120.60
144944										
05/24	05/22/2024	144944	447	MONROE CO CLERK OF COUR	WARRANT 2	1	01-23301	.00	500.00	500.00

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To	otal 144944:							.00	-	500.00
<b>144945</b> 05/24	05/22/2024	144945	2205	QTPOD	1317-SP202	1	01-53510-2900	.00	1,675.00	1,675.00
		144943	2303	QIFOD.	1317-35202	'	01-33310-2900		1,073.00	·
To	tal 144945:							.00	-	1,675.00
144946										
05/24	05/22/2024	144946	672	TRI-STATE BUSINESS MACHINE	601095	1	03-52300-2900	.00	95.00	95.00
To	otal 144946:							.00	_	95.00
144947										
05/24	05/22/2024	144947	2319	TRUGREEN	192113750	1	01-55200-3400	.00	814.08	814.08
To	otal 144947:							.00	_	814.08
144948										
05/24	05/22/2024	144948	2637	UNITED HEALTHCARE INSURA	BILLING NO.	1	03-13100	.00	159.13	159.13
To	otal 144948:							.00	_	159.13
144949										
05/24	05/22/2024	144949	721	WE ENERGIES	0707349941-	1	01-55200-2200	.00	176.50	176.50
05/24	05/22/2024	144949	721	WE ENERGIES	0715526790-	1	01-55401-2200	.00	339.15	339.15
05/24	05/22/2024	144949	721	WE ENERGIES	0715711655-	1	01-55401-2200	.00	769.31	769.31
To	tal 144949:							.00	-	1,284.96
144950										
05/24	05/22/2024	144950	749	WI SCTF	PP #10 2024	1	01-21590	.00	683.35	683.35
To	otal 144950:							.00	-	683.35
144951								<u> </u>	-	
05/24	05/22/2024	144951	2640	WISCONSIN LAKES	RENEWAL	1	02-56910-3200	.00	750.00	750.00

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To	otal 144951:							.00	-	750.00
144973										
05/24	05/30/2024	144973	2131	3RT NETWORKS	cw35700 cw3	1	01-51450-2900	.00	1,050.00	1,050.00
05/24	05/30/2024	144973	2131	3RT NETWORKS	cw35700 cw3	2	01-51450-2900	.00	750.00	750.00
05/24	05/30/2024	144973	2131	3RT NETWORKS	cw35700 cw3	3	01-51450-2900	.00	150.00	150.00
05/24	05/30/2024	144973	2131	3RT NETWORKS	cw35700 cw3	4	01-51450-2900	.00	1,250.00	1,250.00
05/24	05/30/2024	144973	2131	3RT NETWORKS	cw35700 cw3	5	01-51450-2900	.00	78.00	78.00
05/24	05/30/2024	144973	2131	3RT NETWORKS	cw35700 cw3	6	01-51450-2900	.00	87.00	87.00
05/24	05/30/2024	144973	2131	3RT NETWORKS	cw35700 cw3	7	01-51450-2900	.00	1,080.00	1,080.00
05/24	05/30/2024	144973	2131	3RT NETWORKS	CW35702	1	01-51450-2900	.00	150.00	150.00
05/24	05/30/2024	144973	2131	3RT NETWORKS	CW35702	2	01-51450-2900	.00	600.00	600.00
05/24	05/30/2024	144973	2131	3RT NETWORKS	CW35702	3	01-51450-2900	.00	540.00	540.00
05/24	05/30/2024	144973	2131	3RT NETWORKS	CW35702	4	01-51450-2900	.00	2,150.00	2,150.00
To	otal 144973:							.00	<u>-</u>	7,885.00
144974										
05/24	05/30/2024	144974	2621	ALLIED COOPERATIVE	3215032 .1	1	01-53311-3502	.00	72.00	72.00
05/24	05/30/2024	144974	2621	ALLIED COOPERATIVE	3215113.1	1	01-53311-3502	.00	64.80	64.80
05/24	05/30/2024	144974	2621	ALLIED COOPERATIVE	3215162.1	1	01-53311-3502	.00	27.00	27.00
To	otal 144974:							.00	_	163.80
144975										
05/24	05/30/2024	144975	41	AMERICAN TEST CENTER	2240901	1	01-52200-2100	.00	1,173.00	1,173.00
To	otal 144975:							.00		1,173.00
144976							•		-	
05/24	05/30/2024	144976	218	BAUMGART, EMIL	MAY 2024	1	01-52400-2100	.00	500.00	500.00
To	otal 144976:							.00		500.00
144977							•		-	
05/24	05/30/2024	144977	96	BOUND TREE MEDICAL LLC	85350724	1	03-52300-3402	.00	1,859.97	1,859.97
05/24	05/30/2024	144977	96		85350725	1	03-52300-3402	.00	911.23	911.23
			30			·			55	2

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	Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
44977:						-	.00	-	2,771.20
30/2024	144978	2365	Brightspeed	#301310967	1	01-52100-2230	.00	30.00	30.00
30/2024	144978	2365	Brightspeed	301313471 0	1	01-53510-2230	.00	34.10	34.10
30/2024	144978	2365	Brightspeed	301313476 0	1	02-56910-2230	.00	68.20	68.20
30/2024	144978	2365	Brightspeed	301313477 0	1	01-53311-2230	.00	173.85	173.85
44978:						-	.00	_	306.15
30/2024	144979	2287	CANON FINANCIAL SERVICES I	31946591	1	01-51420-2900	.00	49.86	49.86
30/2024	144979	2287	CANON FINANCIAL SERVICES I	32665031	1	03-52300-2900	.00	73.00	73.00
30/2024	144979	2287	CANON FINANCIAL SERVICES I	32671660	1	01-51420-2900	.00	49.86	49.86
44979:						-	.00	_	172.72
30/2024	144980	1777	DELTA DENTAL	2155002	1	01-21597	.00	1,597.40	1,597.40
30/2024	144980	1777	DELTA DENTAL	2158098	1	01-21596	.00	673.70	673.70
44980:						_	.00	_	2,271.10
30/2024	144981	1557	LEXISNEXIS RISK DATA MANAG	1679640-202	1	01-51520-2900	.00	100.00	100.00
30/2024	144981	1557	LEXISNEXIS RISK DATA MANAG	1679640-202	2	03-52300-2900	.00	100.00	100.00
44981:						_	.00	_	200.00
30/2024	144982	849	MARSHALL, MELANIE	Reimb meals	1	01-52100-3350	.00	20.22	20.22
44982:						-	.00	_	20.22
									759.05
	32:	32:	32:	32:	32:	32:	32: _	32:	32:

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To	otal 144983:							.00	-	759.05
<b>144984</b> 05/24	05/30/2024	144984	442	MISSISSIPPI WELDERS SUPPL	509561	1	03-52300-3400	.00	69.77	69.77
To	otal 144984:							.00	-	69.77
144985									_	
05/24	05/30/2024	144985	469	PENNY J. PRECOUR ATTORNE	MAY 2024	1	01-51300-2100	.00	2,700.00	2,700.00
To	otal 144985:						_	.00	_	2,700.00
144986										
05/24	05/30/2024	144986	2607	POINT C HEALTH	PCH903417	1	03-52300-1340	.00	5.50	5.50
05/24	05/30/2024	144986	2607	POINT C HEALTH	PCH903417	2	03-52300-1340	.00	5.50	5.50
05/24	05/30/2024	144986	2607	POINT C HEALTH	PCH903417	3	03-52300-1340	.00	5.50	5.50
05/24	05/30/2024	144986	2607	POINT C HEALTH	PCH903417	4	03-52300-1340	.00	5.50	5.50
05/24	05/30/2024	144986	2607	POINT C HEALTH	PCH903417	5	03-52300-1340	.00	5.50	5.50
05/24	05/30/2024	144986	2607	POINT C HEALTH	PCH903417	6	01-53100-1340	.00	5.50	5.50
05/24	05/30/2024	144986	2607	POINT C HEALTH	PCH903417	7	01-51200-1340	.00	5.50	5.50
05/24	05/30/2024	144986	2607	POINT C HEALTH	PCH903417	8	10-55110-1340	.00	5.50	5.50
05/24	05/30/2024	144986	2607	POINT C HEALTH	PCH903417	9	01-52100-1340	.00	5.50	5.50
05/24	05/30/2024	144986	2607	POINT C HEALTH	PCH903417	10	01-52100-1340	.00	5.50	5.50
05/24	05/30/2024	144986	2607	POINT C HEALTH	PCH903417	11	01-52100-1340	.00	5.50	5.50
05/24	05/30/2024	144986	2607	POINT C HEALTH	PCH903417	12	01-15620	.00	5.50	5.50
05/24	05/30/2024	144986	2607	POINT C HEALTH	PCH903417	13	12-55500-1340	.00	5.50	5.50
05/24	05/30/2024	144986	2607	POINT C HEALTH	PCH903417	14	01-51520-1340	.00	5.50	5.50
05/24	05/30/2024	144986	2607	POINT C HEALTH	PCH903417	15	01-15610	.00	5.50	5.50
05/24	05/30/2024	144986	2607	POINT C HEALTH	PCH903417	16	01-15610	.00	5.50	5.50
05/24	05/30/2024	144986	2607	POINT C HEALTH	PCH903417	17	01-52100-1340	.00	5.50	5.50
05/24	05/30/2024	144986	2607	POINT C HEALTH	PCH903417	18	01-52400-1340	.00	5.50	5.50
To	otal 144986:							.00	_	99.00
144987										
05/24	05/30/2024	144987	538	QUILL CORPORATION	38530960	1	03-52300-3400	.00	151.16	151.16

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To	otal 144987:						- -	.00		151.16
144988										
05/24	05/30/2024	144988	2641	RYAN KOBEY	REFUND TRI	1	01-23301	.00	114.00	114.00
To	otal 144988:						-	.00	-	114.00
							-		-	
<b>144989</b> 05/24	05/30/2024	144989	2567	SPECTRUM INSURANCE GROU	12519	1	01-51931-5140	.00	445.00	445.00
05/24	05/30/2024	144989		SPECTRUM INSURANCE GROU	12519	2	01-51932-5140	.00	540.00	540.00
05/24	05/30/2024	144989	2567	SPECTRUM INSURANCE GROU	12519	3	01-15610	.00	483.00	483.00
05/24	05/30/2024	144989	2567	SPECTRUM INSURANCE GROU	12519	4	03-52300-5140	.00	2,459.00	2,459.00
To	otal 144989:							.00		3,927.00
144990										
	05/30/2024	144990	9	SUMMIT COMPANIES	#182016126	1	01-52100-3400	.00	27.05	27.05
To	otal 144990:						-	.00	-	27.05
							-			
144991	05/00/0004		2252	T// 5/ 5/ // TOD 000000 / T/0//	5000101000				242.22	0.40.00
05/24	05/30/2024	144991	2350	TK ELEVATOR CORPORATION	5002461832	1	01-52100-3550	.00	642.00	642.00
To	otal 144991:							.00		642.00
144992										
05/24	05/30/2024	144992	637	TOMAH AREA SCHOOL DISTRIC	APRIL 2024	1	01-24600	.00	2,923.17	2,923.17
To	otal 144992:							.00		2,923.17
144993							-		•	
	05/30/2024	144993	672	TRI-STATE BUSINESS MACHINE	601918	1	01-51200-2900	.00	23.00	23.00
т.	-+-1 4 4 4 0 0 0 0 .						-			22.00
10	otal 144993:						-	.00	-	23.00
144994										
05/24	05/30/2024	144994	684	UNIVERSAL TRUCK EQUIPMEN	63279	1	01-53311-3512	.00	3,716.50	3,716.50

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To	otal 144994:							.00	-	3,716.50
44995										
05/24	05/30/2024	144995	698	VAN NORMAN SUPPLY CO INC	32979	1	01-53311-3408	.00	79.30	79.30
To	otal 144995:							.00	_	79.30
44996										
05/24	05/30/2024	144996	721	WE ENERGIES	#070651524	1	01-52100-2200	.00	583.07	583.07
05/24	05/30/2024	144996	721	WE ENERGIES	0735582192-	1	03-52300-2200	.00	351.92	351.92
05/24	05/30/2024	144996	721	WE ENERGIES	0735582192-	2	01-52200-2200	.00	150.82	150.82
To	otal 144996:							.00	_	1,085.81
44997										
05/24	05/30/2024	144997	749	WI SCTF	PP # 11 2024	1	01-21590	.00	343.30	343.30
To	otal 144997:							.00		343.30
44998									_	
05/24	05/30/2024	144998	770	WOLF CONCRETE & CONSTRU	2024-04.1	1	08-57331-8500	.00	1,125.70	1,125.70
To	otal 144998:							.00		1,125.70
44999										
05/24	05/30/2024	144999	779	ZARNOTH BRUSH WORKS INC	0198193-IN	1	01-53311-3502	.00	1,861.80	1,861.80
To	otal 144999:							.00	_	1,861.80
45000										
06/24	06/06/2024	145000	11	ACE HARDWARE (PUBLIC WOR	621987	1	01-53311-3408	.00	21.99	21.99
06/24	06/06/2024	145000	11	ACE HARDWARE (PUBLIC WOR	622177	1	01-53311-3405	.00	110.96	110.96
06/24	06/06/2024	145000	11	ACE HARDWARE (PUBLIC WOR	622180	1	01-53311-3405	.00	38.56	38.56
06/24	06/06/2024	145000	11	ACE HARDWARE (PUBLIC WOR	622292	1	01-53311-3405	.00	94.99	94.99
06/24	06/06/2024	145000	11	ACE HARDWARE (PUBLIC WOR	622463	1	01-51600-3400	.00	40.48	40.48
06/24	06/06/2024	145000	11	ACE HARDWARE (PUBLIC WOR	622478	1	01-53311-3405	.00	294.96	294.96
06/24	06/06/2024	145000	11	ACE HARDWARE (PUBLIC WOR	622579	1	01-53311-3508	.00	58.95	58.95
06/24	06/06/2024	145000	11	ACE HARDWARE (PUBLIC WOR	622689	1	01-51600-3400	.00	17.99	17.99

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To	otal 145000:						- -	.00	-	678.88
145001										
06/24	06/06/2024	145001	2339	ACE HARDWARE (SENIOR)	622452	1	12-55500-3500	.00	281.07	281.07
To	otal 145001:						_	.00	_	281.07
45002	00/00/0004	4.45000	07		0.4707/0		04 50044 0405		22.22	
06/24	06/06/2024	145002	27	ALL AMERICAN DO-IT CENTER	61727/3	1	01-53311-3405	.00	23.99	23.99
To	otal 145002:						-	.00	_	23.99
1 <b>45003</b> 06/24	06/06/2024	145003	2403	ASSOCIATED APPRAISAL CON	174709	1	01-51530-2100	.00	3,877.03	3,877.03
To	otal 145003:						-	.00	· -	3,877.03
							-		_	-,-
45004	00/00/0004	4.45004	0444	ATOT POLICE DEDT	#6040004	4	04 50400 0000	00	070.00	070.00
06/24	06/06/2024	145004	2444	AT&T - POLICE DEPT.	#6012024	1	01-52100-2230	.00	978.06 -	978.06
To	otal 145004:						-	.00	-	978.06
06/24	06/06/2024	145005	2430	AT&T MOBILITY - AMBULANCE	2873036156	1	03-52300-2230	.00	398.87	398.87
							-		_	
To	otal 145005:						-	.00	_	398.87
45006										
06/24	06/06/2024	145006	1960	AT&T MOBILITY - PUBLIC WOR	2873030559	1	01-15610	.00	514.54	514.54
06/24	06/06/2024	145006	1960	AT&T MOBILITY - PUBLIC WOR	3873030559	1	01-15620	.00	1,417.37	1,417.37
06/24	06/06/2024	145006	1960	AT&T MOBILITY - PUBLIC WOR	3873030559	2	01-51600-2230	.00	38.03	38.03
06/24	06/06/2024	145006	1960	AT&T MOBILITY - PUBLIC WOR	3873030559	3	01-53311-2230	.00	38.03	38.03
06/24	06/06/2024	145006	1960	AT&T MOBILITY - PUBLIC WOR	3873030559	4	01-53311-2230	.00	34.03	34.03
06/24	06/06/2024	145006	1960	AT&T MOBILITY - PUBLIC WOR	3873030559	5	01-52200-2230	.00	37.03	37.03
06/24	06/06/2024	145006	1960	AT&T MOBILITY - PUBLIC WOR	3873030559	6	01-52200-2230	.00	8.03	8.03
06/24	06/06/2024	145006	1960	AT&T MOBILITY - PUBLIC WOR	3873030559	7	01-53100-2230	.00	25.69	25.69
06/24	06/06/2024	145006	1960	AT&T MOBILITY - PUBLIC WOR	3873030559	8	01-53100-2230	.00	12.68	12.68
06/24	06/06/2024	145006	1960	AT&T MOBILITY - PUBLIC WOR	3873030559	9	01-51415-2230	.00	43.03	43.03

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06/24	06/06/2024	145006	1960	AT&T MOBILITY - PUBLIC WOR	3873030559	10	01-51415-2230	.00	38.03	38.03
06/24	06/06/2024	145006	1960	AT&T MOBILITY - PUBLIC WOR	3873030559	11	01-51415-2230	.00	38.03	38.03
06/24	06/06/2024	145006	1960	AT&T MOBILITY - PUBLIC WOR	3873030559	12	01-52400-2230	.00	43.03	43.03
06/24	06/06/2024	145006	1960	AT&T MOBILITY - PUBLIC WOR	3873030559	13	01-52400-2230	.00	34.03	34.03
06/24	06/06/2024	145006	1960	AT&T MOBILITY - PUBLIC WOR	3873030559	14	01-52400-2230	.00	38.03	38.03
06/24	06/06/2024	145006	1960	AT&T MOBILITY - PUBLIC WOR	3873030559	15	01-55200-2230	.00	38.02	38.02
06/24	06/06/2024	145006	1960	AT&T MOBILITY - PUBLIC WOR	3873030559	16	01-55200-2230	.00	34.03	34.03
06/24	06/06/2024	145006	1960	AT&T MOBILITY - PUBLIC WOR	3873030559	17	01-55200-2230	.00	34.03	34.03
To	otal 145006:						-	.00	_	2,465.69
145007										
06/24	06/06/2024	145007	2341	AUTO VALUE TOMAH (STREET)	522264702.1	1	01-53311-3408	.00	83.80	83.80
06/24	06/06/2024	145007	2341	AUTO VALUE TOMAH (STREET)	522267202	1	01-53311-3502	.00	24.99	24.99
06/24	06/06/2024	145007	2341	AUTO VALUE TOMAH (STREET)	522267717	1	01-53311-3512	.00	14.51	14.51
06/24	06/06/2024	145007	2341	AUTO VALUE TOMAH (STREET)	522268189	1	01-53311-3502	.00	21.94	21.94
06/24	06/06/2024	145007	2341	AUTO VALUE TOMAH (STREET)	522268261	1	01-53311-3408	.00	12.99	12.99
06/24	06/06/2024	145007	2341	AUTO VALUE TOMAH (STREET)	522268390	1	01-53311-3512	.00	129.43	129.43
06/24	06/06/2024	145007	2341	AUTO VALUE TOMAH (STREET)	522269020	1	01-53311-3512	.00	1,151.04	1,151.04
06/24	06/06/2024	145007	2341	AUTO VALUE TOMAH (STREET)	522269234	1	01-53311-3502	.00	96.00	96.00
06/24	06/06/2024	145007	2341	AUTO VALUE TOMAH (STREET)	522269268	1	01-53311-3408	.00	134.03	134.03
06/24	06/06/2024	145007	2341	AUTO VALUE TOMAH (STREET)	522269412	1	01-53311-3512	.00	44.44-	44.44-
06/24	06/06/2024	145007	2341	AUTO VALUE TOMAH (STREET)	522269414	1	01-53311-3408	.00	36.98	36.98
To	otal 145007:						-	.00	_	1,661.27
145008										
06/24	06/06/2024	145008	218	BAUMGART, EMIL	JUNE 2024	1	01-52400-2100	.00	500.00	500.00
06/24	06/06/2024	145008	218	BAUMGART, EMIL	JUNE 2024	2	01-23031	.00	864.00	864.00
To	otal 145008:						-	.00	_	1,364.00
145009										
06/24	06/06/2024	145009	1210	BELCO VEHICLE SOLUTIONS L	#9352	1	08-57210-8400	.00	11,126.12	11,126.12
06/24	06/06/2024	145009	1210	BELCO VEHICLE SOLUTIONS L	#9354	1	08-57210-8400	.00	327.04	327.04
06/24	06/06/2024	145009	1210	BELCO VEHICLE SOLUTIONS L	#9364	1	08-57210-8400	.00	9,944.06	9,944.06
06/24	06/06/2024	145009	1210	BELCO VEHICLE SOLUTIONS L	#9365	1	08-57210-8400	.00	438.50	438.50

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То	otal 145009:							.00	-	21,835.72
<b>145010</b> 06/24	06/06/2024	145010	2365	Brightspeed	301313485 0	1	12-55500-2230	.00	77.99	77.99
To	otal 145010:							.00	-	77.99
<b>145011</b> 06/24	06/06/2024	145011	2287	CANON FINANCIAL SERVICES I	32693969	1	01-51420-2900	.00	49.86	49.86
	otal 145011:				0200000	·	0.020200	.00	-	49.86
145012									-	
06/24	06/06/2024 otal 145012:	145012	1388	CASH	2024 POOL	1	01-55402-3400	.00	300.00	300.00
145013	nai 140012.							.00	-	
06/24	06/06/2024	145013	2563	CHARTER COMMUNICATIONS	1715396010	1	12-55500-2240	.00	198.23	198.23
	otal 145013:							.00	-	198.23
<b>145014</b> 06/24	06/06/2024	145014	132	CHASING DAYLIGHT ANIMALS	MAY 2024	1	01-52100-3400	.00	150.00	150.00
To	otal 145014:							.00	-	150.00
<b>145015</b> 06/24	06/06/2024	145015	2302	CINTAS CORPORATION	5213884417	1	01-53311-2900	.00	82.94	82.94
To	otal 145015:							.00	-	82.94
<b>145016</b> 06/24	06/06/2024	145016	2642	CONTECH ENGINEERED SOLU	PICK UP OR	1	14-57331-8553	.00	2,309.18	2,309.18
	otal 145016:		2012	2220 202225 0020	1.5.1 5. 511	·		.00	_,555.10	2,309.18

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<b>145017</b> 06/24	06/06/2024	145017	1146	DATCP	MUNI000233	1	01-52400-2100	.00	6,000.00	6,000.00
То	tal 145017:							.00	_	6,000.00
145018										
06/24	06/06/2024	145018	220	EO JOHNSON CO	INV1536004	1	10-55110-2900	.00	26.35	26.35
То	tal 145018:							.00	-	26.35
145019										
06/24	06/06/2024	145019	225	EVANS PRINT + MEDIA GROUP	#14502	1	05-52140-3400	.00	420.00	420.00
То	tal 145019:							.00	-	420.00
<b>145020</b> 06/24	06/06/2024	145020	226	EVEREST EMERGENCY VEHICL	P07279	1	03-52300-3500	.00	123.06	123.06
То	tal 145020:							.00	-	123.06
145021										
	06/06/2024 06/06/2024	145021 145021		FIRELINE SPRINKLER CORPOR FIRELINE SPRINKLER CORPOR		1	01-51600-2900 01-52100-3550	.00 .00	420.00 420.00	420.00 420.00
То	tal 145021:							.00	-	840.00
145022										
	06/06/2024 06/06/2024	145022 145022		FIRST SUPPLY LLC-LA CROSSE FIRST SUPPLY LLC-LA CROSSE	#3568632-01 2nd entry #3	1 1	01-52100-3550 01-52100-3550	.00 .00	1,272.64 3.45	1,272.64 3.45
	tal 145022:				,		,	.00	· · ·	1,276.09
145023									-	
06/24	06/06/2024	145023	275	GHD SERVICES INC	340-0109211	1	01-53630-2100	.00	11,207.68	11,207.68
То	tal 145023:							.00	_	11,207.68
145024										
06/24	06/06/2024	145024	634	GREATER TOMAH AREA CHAM	MARCH 202	1	16-21101	.00	28,236.27	28,236.27

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
To	tal 145024:							.00	-	28,236.27
<b>145025</b> 06/24	06/06/2024	145025	299	HAGEN SPORTS NETWORK	JUNE 2024	1	01-51100-3200	.00	375.00	375.00
To	tal 145025:							.00		375.00
145026									-	
06/24	06/06/2024	145026	2574	HAMILTON MEDICAL INC	23334745	1	03-52300-3402	.00	1,013.07	1,013.07
To	tal 145026:							.00	-	1,013.07
<b>145027</b> 06/24	06/06/2024	145027	2538	HEATHER MINOR	034863	1	10-55110-2900	.00	752.00	752.00
To	tal 145027:							.00	-	752.00
<b>145028</b> 06/24	06/06/2024	145028	311	HILLSBORO EQUIPMENT INC	331885	1	01-53311-3508	.00	441.31	441.31
To	tal 145028:							.00	-	441.31
<b>145029</b> 06/24	06/06/2024	145029	2523	HOTSY CLEANING SYSTEMS, I	0002777-IN	1	03-52300-3400	.00	564.75	564.75
To	tal 145029:							.00	-	564.75
<b>145030</b> 06/24	06/06/2024	145030	2616	INDUSTRIAL CHEM LABS & SER	393544	1	01-53311-3405	.00	473.80	473.80
To	tal 145030:							.00	_	473.80
<b>145031</b> 06/24	06/06/2024	145031	2272	Kathleen M. Roberts	06.14.24 MU	1	12-55500-3410	.00	150.00	150.00
		143031	2010	Rauncon W. Roberts	55.14.24 MO	·	12-03000-0410		150.00	
To	tal 145031:							.00	-	150.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
145032										
06/24	06/06/2024	145032	375	KWIK TRIP CREDIT DEPT	000410435 0	1	01-53311-3401	.00	6,507.16	6,507.16
06/24	06/06/2024	145032	375	KWIK TRIP CREDIT DEPT	00421945 05	1	03-52300-3401	.00	4,800.82	4,800.82
06/24	06/06/2024	145032	375	KWIK TRIP CREDIT DEPT	00474557 05	1	01-52200-3400	.00	407.88	407.88
06/24	06/06/2024	145032	375	KWIK TRIP CREDIT DEPT	MAY 2024	1	01-52100-3400	.00	3,658.99	3,658.99
To	otal 145032:						-	.00	_	15,374.85
45033										
06/24	06/06/2024	145033	1391	LOFFLER COMPANIES	4703314	1	01-51420-2900	.00	163.56	163.56
To	otal 145033:						-	.00	_	163.56
145034										
06/24	06/06/2024	145034	2484	LVC COMPANIES INC.	141548	1	03-52300-2900	.00	380.00	380.00
To	otal 145034:						-	.00	_	380.00
145035										
06/24	06/06/2024	145035	2328	LYNXX NETWORKS	631700 06.2	1	01-53510-2240	.00	100.59	100.59
06/24	06/06/2024	145035	2328	LYNXX NETWORKS	802300 06.2	1	03-52300-2230	.00	667.86	667.86
06/24	06/06/2024	145035	2328	LYNXX NETWORKS	809500 06.2	1	01-53311-2230	.00	100.59	100.59
06/24	06/06/2024	145035	2328	LYNXX NETWORKS	842100 06.2	1	10-55110-2230	.00	121.96	121.96
06/24	06/06/2024	145035	2328	LYNXX NETWORKS	842100 06.2	2	10-55110-2900	.00	79.95	79.95
06/24	06/06/2024	145035	2328	LYNXX NETWORKS	897700 06.2	1	12-55500-2230	.00	17.54	17.54
To	otal 145035:						-	.00	_	1,088.49
145036										
06/24	06/06/2024	145036	416	MATHY CONSTRUCTION COMP	5700007167	1	08-57331-8500	.00	2,950.40	2,950.40
To	otal 145036:							.00		2,950.40
145037									_	
06/24	06/06/2024	145037	441	MINUTEMAN PRESS OF TOMAH	31748	1	01-53620-3400	.00	251.88	251.88
06/24	06/06/2024	145037	441		31759	1	01-52200-3400	.00	345.00	345.00
									=	
To	otal 145037:							.00		596.88

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
445000										
<b>145038</b> 06/24	06/06/2024	145038	442	MISSISSIPPI WELDERS SUPPL	1764403	1	03-52300-3400	.00	13.02	13.02
06/24	06/06/2024	145038	442	MISSISSIPPI WELDERS SUPPL	509583	1	03-52300-3400	.00	95.12	95.12
To	otal 145038:							.00	-	108.14
145039										
06/24	06/06/2024	145039	444	MODERN DISPOSAL SYSTEMS	500.163766	1	01-53635-2900	.00	6,081.79	6,081.79
To	otal 145039:							.00	-	6,081.79
145040										
06/24	06/06/2024	145040	461	MONROE CO SOLID WASTE	1063	1	01-53630-5300	.00	17,903.74	17,903.74
To	otal 145040:							.00	-	17,903.74
145041										
06/24	06/06/2024	145041	454	MONROE CO TREASURER	MAY 24 MUN	1	01-24300	.00	1,983.36	1,983.36
To	otal 145041:							.00	-	1,983.36
145042										
06/24	06/06/2024	145042	2117	PAUL SLOAN	Education Re	1	01-52100-3360	.00	600.93	600.93
To	otal 145042:							.00	-	600.93
145043										
06/24	06/06/2024	145043	469	PENNY J. PRECOUR ATTORNE	JUNE 2024	1	01-51300-2100	.00	2,700.00	2,700.00
To	otal 145043:							.00	-	2,700.00
145044										
06/24	06/06/2024	145044	864	PERKINS, ADAM	NAPWDA me	1	05-52140-3400	.00	25.45	25.45
To	otal 145044:							.00	_	25.45
145045										
06/24	06/06/2024	145045		RANDALL, JUSTIN	BOOTS 2024	1	01-53311-3409	.00	184.99	184.99
06/24	06/06/2024	145045	2166	RANDALL, JUSTIN	BOOTS 2024	1	01-53311-3409	.00	184.99-	184.99-

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
To	otal 145045:							.00	-	.00
<b>145046</b> 06/24	06/06/2024	145046	557	RIVER CITY READY MIX INC	13852	1	01-53311-3406	.00	168.00	168.00
To	otal 145046:							.00	-	168.00
145047									-	
06/24	06/06/2024	145047	1009	ROBARGE, ADAM	05202024	1	03-52300-3400	.00	71.51	71.51
To	otal 145047:							.00	-	71.51
<b>145048</b> 06/24	06/06/2024	145048	2151	SINGIN "N" SWINGIN BAND	JUNE 7 2024	1	12-55500-3410	.00	150.00	150.00
To	otal 145048:							.00	-	150.00
145049									-	
06/24	06/06/2024	145049	2008	STANARD & ASSOCIATES, INC	#SA0000581	1	01-52100-2100	.00	43.00	43.00
To	otal 145049:							.00	-	43.00
<b>145050</b> 06/24	06/06/2024	145050	599	STATE OF WISCONSIN-COURT	MAY 24 MUN	1	01-24240	.00	5,001.16	5,001.16
To	otal 145050:							.00	-	5,001.16
145051									-	
06/24	06/06/2024	145051	603	STREICHERS INC	#11700091	1	01-52100-1390	.00	85.00	85.00
To	otal 145051:							.00	-	85.00
<b>145052</b> 06/24	06/06/2024	145052	611	TAPCO	1779552	1	01-51600-2900	.00	736.52	736.52
	otal 145052:							.00	-	736.52

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
145053										
06/24	06/06/2024	145053	639	TOMAH CASH STORE	46 - JOE KU	1	01-53311-3409	.00	200.00	200.00
06/24	06/06/2024	145053	639	TOMAH CASH STORE	5 JUSTIN RA	1	01-53311-3409	.00	184.99	184.99
To	otal 145053:							.00	_	384.99
145054										
06/24	06/06/2024	145054	658	TOMAH WATER & SEWER UTILI	2050.00 06.2	1	01-53311-2220	.00	105.87	105.87
06/24	06/06/2024	145054	658	TOMAH WATER & SEWER UTILI	2067.00 06.2	1	01-51600-2220	.00	235.25	235.25
06/24	06/06/2024	145054	658	TOMAH WATER & SEWER UTILI	2189.00 06.2	1	10-55110-2220	.00	153.21	153.21
06/24	06/06/2024	145054	658	TOMAH WATER & SEWER UTILI	2263.01 06.2	1	01-53311-2220	.00	53.27	53.27
06/24	06/06/2024	145054	658	TOMAH WATER & SEWER UTILI	2541.00 06.2	1	01-53311-2220	.00	22.60	22.60
06/24	06/06/2024	145054	658	TOMAH WATER & SEWER UTILI	2901.02 06.2	1	01-53311-2220	.00	24.54	24.54
06/24	06/06/2024	145054	658	TOMAH WATER & SEWER UTILI	5403.01 06.2	1	12-55500-2220	.00	69.13	69.13
06/24	06/06/2024	145054	658	TOMAH WATER & SEWER UTILI	854.01 06.24	1	01-53311-2220	.00	22.60	22.60
06/24	06/06/2024	145054	658	TOMAH WATER & SEWER UTILI	967.01 06.24	1	01-53311-2220	.00	24.54	24.54
To	otal 145054:						_	.00	_	711.01
145055										
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	1	01-53311-2200	.00	736.24	736.24
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	2	01-51600-2200	.00	644.92	644.92
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	3	01-53510-2200	.00	39.88	39.88
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	4	01-53510-2200	.00	63.25	63.25
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	5	01-53311-2200	.00	184.53	184.53
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	6	01-53311-2200	.00	198.51	198.51
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	7	01-53311-2200	.00	192.31	192.31
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	8	01-53311-2200	.00	736.24	736.24
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	9	01-55402-2200	.00	9.57	9.57
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	10	01-55200-2200	.00	9.57	9.57
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	11	01-55402-2200	.00	521.97	521.97
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	12	01-55402-2200	.00	468.91	468.9
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	13	01-55200-2200	.00	89.06	89.06
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	14	01-55200-2200	.00	149.85	149.85
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	15	01-55200-2200	.00	120.17	120.17
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	16	01-55200-2200	.00	52.89	52.89
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	17	01-55200-2200	.00	47.39	47.39
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	18	01-55401-2200	.00	377.55	377.55
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	19	01-55401-2200	.00	532.94	532.94

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06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	20	01-55401-2200	.00	54.35	54.35
06/24	06/06/2024	145055	721	WE ENERGIES	0701404176-	21	01-55401-2200	.00	21.03	21.03
06/24	06/06/2024	145055	721	WE ENERGIES	0717659443-	1	12-55500-2200	.00	89.88	89.88
06/24	06/06/2024	145055	721	WE ENERGIES	0717659443-	2	12-55500-2200	.00	26.35	26.35
To	otal 145055:							.00	_	5,367.36
145056										
06/24	06/06/2024	145056	728	WESTERN TECHNICAL COLLEG	000000014	1	03-52300-3350	.00	34.90	34.90
To	otal 145056:							.00		34.90
145057	00/00/0004	445057	4050	WILDERT OF TRANSPORTATION	W005 00005		04 50400 0050	00	205.00	005.00
06/24	06/06/2024	145057	1252	WI DEPT OF TRANSPORTATION	#395-000035	1	01-52100-3350	.00	385.00	385.00
To	otal 145057:							.00		385.00
145058	00/00/0004	445050	700	MICCONCIN METAL CALES INC	470000		04 50044 0405	00	4 004 05	4 004 05
06/24	06/06/2024	145058	768	WISCONSIN METAL SALES INC	470988	1	01-53311-3405	.00	1,621.85	1,621.85
To	otal 145058:							.00		1,621.85
145059										
06/24	06/06/2024	145059	770	WOLF CONCRETE & CONSTRU	2024-05	1	08-57331-8500	.00	10,567.50	10,567.50
06/24	06/06/2024	145059	770	WOLF CONCRETE & CONSTRU	2024-05	2	14-57331-8553	.00	4,350.00	4,350.00
To	otal 145059:							.00	_	14,917.50
145060										
06/24	06/06/2024	145060	783	ZOLL MEDICAL CORPORATION	3976139	1	03-52300-3402	.00	258.30	258.30
To	otal 145060:							.00		258.30
Gi	rand Totals:							.00		257,672.67

Item 13.

CITY OF TOMAH

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Check Issue Dates: 12/4/2020 - 6/11/2024

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Dated:	
Mayor:	 Dwyer, Paul
City Council:	 Glynn, John
	 Pater, Nellie
	 Peterson, Dean
	 Devine, Patrick
	 Scholze, Travis
	 Hart, Nicole
	 Yarrington, Richard
	Zabinski, Shawn

CITY OF TOMAH Payment Approval Report - For Council Approval

Report dates: 5/13/2020-6/19/2024

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Yendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
ACE HARDWARE (AMBULANCE) 2410 ACE HARDWARE (AMBULANCE	621021	STREET ELBOW 45 DEG1/4" LF	03/21/2024	03-52300-3400 AMBULANCE OPERATI	7.98	
Total ACE HARDWARE (AMBULANCI	≣):				7.98	
CE HARDWARE (FIRE)						
2346 ACE HARDWARE (FIRE)	621863	FASTENERS	05/14/2024	01-52200-3400 FIRE PROTECTION OP	8.80	
2346 ACE HARDWARE (FIRE)	622517	DH CHARGER/MAINTAINER	05/29/2024	01-52200-3400 FIRE PROTECTION OP	39.99	
Total ACE HARDWARE (FIRE):					48.79	
CE HARWARE (POLICE)						
2352 ACE HARWARE (POLICE)	#622539	AIR FILTER BLDG USE	05/23/2024	01-52100-3350 LAW ENFORCE TRAINI	20.97	
2352 ACE HARWARE (POLICE)	#622669	12 FASTNERS FOR BUILDING	05/29/2024	01-52100-3550 LAW ENFORCE BUILDI	4.00	
Total ACE HARWARE (POLICE):					24.97	
SAKER & TAYLOR LLC						
69 BAKER & TAYLOR LLC	2038261992	2038261992	06/19/2024	10-55110-3420 LIBRARY ADULT DEPT	54.36	
69 BAKER & TAYLOR LLC	2038267359	2038267359	06/19/2024	10-55110-3420 LIBRARY ADULT DEPT	315.85	
69 BAKER & TAYLOR LLC	2038267359	2038267359	06/19/2024	10-55110-3460 LIBRARY CHILDRENS	17.70	
69 BAKER & TAYLOR LLC	2038270769	2038270769	06/19/2024	10-55110-3460 LIBRARY CHILDRENS	862.94	
69 BAKER & TAYLOR LLC	2038279700	2038279700	06/19/2024	10-55110-3460 LIBRARY CHILDRENS	4.33	
69 BAKER & TAYLOR LLC	2038279700	2038279700	06/19/2024	10-55110-3420 LIBRARY ADULT DEPT	16.92	
69 BAKER & TAYLOR LLC	2038284977	2038284977	06/19/2024	10-55110-3420 LIBRARY ADULT DEPT	69.00	
69 BAKER & TAYLOR LLC	2038284977	2038284977	06/19/2024	10-55110-3460 LIBRARY CHILDRENS	89.15	
69 BAKER & TAYLOR LLC	2038290039	2038290039	06/19/2024	10-55110-3420 LIBRARY ADULT DEPT	132.59	
69 BAKER & TAYLOR LLC	2038290039	2038290039	06/19/2024	10-55110-3460 LIBRARY CHILDRENS	45.97	
69 BAKER & TAYLOR LLC	2038308963	2038308963	06/19/2024	10-55110-3420 LIBRARY ADULT DEPT	225.36	
69 BAKER & TAYLOR LLC	2038308963	2038308963	06/19/2024	10-55110-3460 LIBRARY CHILDRENS	45.90	
69 BAKER & TAYLOR LLC	2038318055	2038318055	06/19/2024	10-55110-3420 LIBRARY ADULT DEPT	76.45	
69 BAKER & TAYLOR LLC	2038318055	2038318055	06/19/2024	10-55110-3460 LIBRARY CHILDRENS	62.45	
Total BAKER & TAYLOR LLC:					2,018.97	
CAPITAL ONE						
2159 CAPITAL ONE	12/31/2022 12:	WM SUPERCENTER #1277 1277 BLAC	11/26/2022	10-55110-3100 LIBRARY OFFICE SUP	12.56	
2159 CAPITAL ONE	12/31/2022 12:	WM SUPERCENTER #1277 1277 BLAC	11/26/2022	10-55110-3100 LIBRARY OFFICE SUP	12.56	
2159 CAPITAL ONE	4/27/2023 12:0		05/19/2023	10-55110-3100 LIBRARY OFFICE SUP	92.56	11/13/2023
2159 CAPITAL ONE	4/27/2023 12:0		05/19/2023	05-52110-3400 COMM SERVICE OPER	50.36	11/13/2023

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
2159	CAPITAL ONE	4/27/2023 12:0		05/19/2023	01-52100-3550 LAW ENFORCE BUILD	44.56	11/13/2023
2159	CAPITAL ONE	4/27/2023 12:0		05/19/2023	01-52100-3100 LAW ENFORCE OFFIC	21.93	11/13/2023
2159	CAPITAL ONE	5/10/2023 12:0		05/19/2023	01-52100-3400 LAW ENFORCE OPER	25.52	11/13/2023
2159	CAPITAL ONE	5/10/2023 12:0		05/19/2023	01-52100-3100 LAW ENFORCE OFFIC	14.77	11/13/2023
2159	CAPITAL ONE	5/10/2023 12:0		05/19/2023	05-52110-3400 COMM SERVICE OPER	30.46	11/13/2023
2159	CAPITAL ONE	5/16/2023 12:0		05/19/2023	10-55110-3420 LIBRARY ADULT DEPT	39.92	11/13/2023
2159	CAPITAL ONE	5/2/2023 12:00:		05/19/2023	10-55110-3420 LIBRARY ADULT DEPT	34.92	11/13/2023
2159	CAPITAL ONE	5/2/2023 12:00:		05/19/2023	01-52100-3400 LAW ENFORCE OPER	23.48	11/13/2023
2159	CAPITAL ONE	5/4/2023 12:00:		05/19/2023	01-52100-3400 LAW ENFORCE OPER	14.77	11/13/2023
2159	CAPITAL ONE	5/9/2023 12:00:		05/19/2023	10-55110-3420 LIBRARY ADULT DEPT	52.88	11/13/2023
Tot	al CAPITAL ONE:					471.25	
CULLIGA	AN						
29	CULLIGAN	588097558104	588097558104	06/19/2024	01-51600-3400 GENERAL BLDGS OPE	12.60	
29	CULLIGAN	588100147697	588100147697	06/19/2024	01-51600-3400 GENERAL BLDGS OPE	17.45	
Tot	al CULLIGAN:					30.05	
EVANS F	PRINT + MEDIA GROUP						
225	EVANS PRINT + MEDIA GROUP	DE9B27EA-00	NOTICE	10/24/2022	01-56900-3200 OTH CONSV & DEV PU	J 24.32	11/10/2022
225	EVANS PRINT + MEDIA GROUP	DE9B27EA-00	NOTICE	11/22/2022	01-56900-3200 OTH CONSV & DEV PU	24.32	12/02/2022
Tot	al EVANS PRINT + MEDIA GROUP:					48.64	
LEXISNE	EXIS RISK DATA MANAGEMENT IN	ıc					
396	LEXISNEXIS RISK DATA MANAG	1378284-2024	APRIL 2024 CONTRACT FEE, 5 REAL-	04/30/2024	01-52100-2900 LAW ENFORCE SERVI	35.50	
1557	LEXISNEXIS RISK DATA MANAG	1679640-2022	JULY 2022	08/03/2022	01-51520-2900 TREASURER'S SERVIO	71.03	
1557	LEXISNEXIS RISK DATA MANAG	1679640-2022	JULY 2022	08/03/2022	03-52300-2900 AMBULANCE SERVICE	71.03	
Tot	al LEXISNEXIS RISK DATA MANAG	EMENT INC:				177.56	
LOFFLE	R COMPANIES						
1391	LOFFLER COMPANIES	4553619	4553619	06/19/2024	01-51420-2900 CITY CLERK SERVICE	46.24	
1391	LOFFLER COMPANIES	4582190	4582190	06/19/2024	01-51420-2900 CITY CLERK SERVICE	42.00	
1391	LOFFLER COMPANIES	4619988	4619988	06/19/2024	01-51420-2900 CITY CLERK SERVICE	128.57	
Tot	al LOFFLER COMPANIES:					216.81	

Payment Approval Report - For Council Approval Report dates: 5/13/2020-6/19/2024

CITY OF TOMAH

**Grand Totals:** 

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6,218.06

Vendor Vendor Name Invoice Number Description Invoice Date GL Account and Title Net Date Paid Invoice Amount **SECURIAN FINANCIAL GROUP INC** 577 SECURIAN FINANCIAL GROUP I 002832L JULY 002832L JULY 2024 06/19/2024 01-21530 LIFE INSURANCE PAYABLE 2,820.98 Total SECURIAN FINANCIAL GROUP INC: 2,820.98 SHON ABBAS 2560 SHON ABBAS LIFEGUARD R LIFEGUARD REIMBURMENT 12/14/2023 01-55402-3400 AQUATIC CENTER OP 214.00 12/28/2023 Total SHON ABBAS: 214.00 **TITAN MACHINERY** STATEMENT C SALES ORDER 4177399 1091015 07/30/2021 01-48900 OTHER MISCELLANEOUS 632 TITAN MACHINERY 93.50-Total TITAN MACHINERY: 93.50-**TOMAH WATER & SEWER UTILITY** 658 TOMAH WATER & SEWER UTILI 67101.01 06.24 67101.01 06/19/2024 12-55500-2220 SR & DISAB UTIL-W&S 45.58 Total TOMAH WATER & SEWER UTILITY: 45.58 TRACTOR SUPPLY CREDIT PLAN 665 TRACTOR SUPPLY CREDIT PLA 603530120749 6035301207491901 06/19/2024 01-53311-3502 HWY/ST MAINT R&M -169.99 665 TRACTOR SUPPLY CREDIT PLA 603530120749 6035301207491901 06/19/2024 01-53311-3512 HWY/ST MAINT R&M -15.99 Total TRACTOR SUPPLY CREDIT PLAN: 185.98

Item 13.

CITY OF TOMAH

Payment Approval Report - For Council Approval

Report dates: 5/13/2020-6/19/2024

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Jun 11, 2024 01:06PM Description Invoice Date Net Date Paid Vendor Vendor Name Invoice Number GL Account and Title Invoice Amount Dwyer, Paul City Council: Glynn, John Pater, Nellie Peterson, Dean Devine, Patrick Scholze, Travis Hart, Nicole Yarrington, Richard Zabinski, Shawn

# City of Tomah Cash and Investments April 30, 2024

		Fund 01 -	General Fun	d		
	Investment	Investment	C/D		Beginning Balance	<b>Ending Balance</b>
	Description	Туре	Rate	Due	3/31/2024	4/30/2024
Pershing	Alliant CR Chicago	C/D	5.00	01/30/26	103,000.00	103,000.00
Pershing	Corning Fed CR	C/D	5.35	04/04/24	105,000.00	-
Pershing	Spokane Teachers CU	C/D	5.00	11/25/24	115,000.00	115,000.00
Pershing	State Bank of India NY	C/D	1.05	06/10/25	245,000.00	245,000.00
Pershing	Global Fed Anchorage	C/D	5.20	06/16/25	120,000.00	120,000.00
Pershing	Texas Exchange Bk Crowley	C/D	1.00	06/19/25	155,000.00	155,000.00
Pershing	Texas Exchange Bk	C/D	0.85	04/10/22	200,000.00	200,000.00
Pershing	Live Oak Bk	C/D	0.60	10/08/26	100,000.00	100,000.00
Pershing	Rollstone Bank & Trust	C/D	3.55	08/23/27	165,000.00	165,000.00
Pershing	Bridgewater Bk	C/D	0.55	09/20/27	60,000.00	60,000.00
Pershing	Toyota Fin Svgs Bank	C/D	0.90	11/30/27	100,000.00	100,000.00
Pershing	Morgan Stanley Pvt Bank	C/D	0.75	01/27/28	70,000.00	70,000.00
Pershing	Frazer Bk Okla	C/D	1.10	06/26/28	50,000.00	50,000.00
Pershing	Federal Farm Credit	C/D	1.54	11/30/26	300,000.00	300,000.00
Pershing	Federal Farm Credit Bank	C/D	2.45	02/23/28	145,000.00	145,000.00
Pershing	Michigan State Hsg Dev Auth	Muni Bond	4.98	12/01/28	235,000.00	235,000.00
Pershing	US Govt MM Fund	MM			10,481.40	118,550.86
FMB	x706	C/D	0.40	01/15/22	119,856.06	119,856.06
LGIP	01	TF			6,423.90	6,452.20
Bank First	X6465	M/M	2.96		1,172,379.36	715,041.34
Bank First	ED X1194	M/M			169,697.95	171,938.38
CCF	ICS MM ACCOUNT	M/M			736,211.84	737,726.07
CCF	X768	M/M	0.10		28,093.06	28,154.62
		1	OTAL		4,511,143.57	4,060,719.53

	Fund 02 - Lake									
	Investment	Investment	C/D	C/D	Beginning Balance	<b>Ending Balance</b>				
	Description	Туре	Rate	Due	3/31/2024	4/30/2024				
RIA	4337420053	C/D	1.85	03/03/21	15,594.28	15,626.24				
LGIP	03	TF			29,450.95	29,580.71				
RIA	44374202	M/M			206,661.12	206,864.39				
		•	TOTAL		251,706.35	252,071.34				

		Fund 04 - CDBG		
	Investment	Investment	Beginning Balance	<b>Ending Balance</b>
	Description	Туре	3/31/2024	4/30/2024
TACU		CK	1,142.91	1,142.95
TACU		SAVINGS	1,268.09	1,556.15
Bank First		CK	873.55	873.55
Bank First X0822		SAVINGS	276,493.68	278,575.56
		TOTAL	279,778.23	282,148.21

			Fund 0	7 - Debt		
		Investment Description	Investment Type		Beginning Balance 3/31/2024	Ending Balance 4/30/2024
LGIP	06	·	T/F		8,097.23	8,132.90
Bank First	X6465		M/M	2.96	372,813.44	374,898.38
			TC	TAL	380,910.67	383,031.28

# City of Tomah Cash and Investments April 30, 2024

		Fund 08	- Capital		
	Investment	Investment		Beginning Balance	<b>Ending Balance</b>
	Description	Туре		3/31/2024	4/30/2024
LGIP	02	T/F		90,095.57	90,492.51
Pershing	2022A	M/M		2,077,089.57	1,197,456.34
Pershing	2022A - US Treas Bills			13,000.00	-
Pershing	2023A	M/M		2,074,911.99	2,636,395.55
Pershing	2023A - Morgan Stanley	C/D	4.80	50,000.00	50,000.00
Pershing	2023A - Federal Farm Cons		4.75	1,090,000.00	-
Pershing	2023A - US Treas Bills		3.75	126,000.00	-
Bank First	X6465	M/M	2.96	86,089.76	86,571.21
CCF	X768	M/M	0.10	26,234.32	26,291.83
		TC	DTAL	5.633.421.21	4.087.207.44

		Fund 1	.0 - Library		
	Investment Description	Investment Type		Beginning Balance 3/31/2024	Ending Balance 4/30/2024
TrustPoint		MM		1,108,917.36	1,108,917.36
		T	TOTAL	1,108,917.36	1,108,917.36

	Sewer Department										
	Investment	Investment	C/D	C/D	Beginning Balance	Ending Balance					
	Description	Туре	Rate	Due	3/31/2024	4/30/2024					
Pershing	First Natl Bk Amer East Lansing	C/D	0.75	04/30/26	115,000.00	115,000.00					
Pershing	Sallie Mae Murray UTAH	C/D	0.90	06/30/26	180,000.00	180,000.00					
Pershing	Mid American CU	C/D	5.25	07/03/25	240,000.00	240,000.00					
Pershing	Pershing MM	M/M			2,406.36	464,210.01					
Pershing	US Treasury Bills				499,150.00	-					
LGIP	04	T/F			585,991.24	588,573.01					
CCF	XX8352	M/M			414,949.26	415,858.74					
CCF	ICS Sweep	M/M			269,742.10	270,296.97					
Bank First	X6341	M/M			1,404,559.77	1,963,070.90					
Bank First	CLEARING ACCT	M/M			1,298,820.70	306,694.82					
		7	TOTAL		5,010,619.43	4,543,704.45					

	Water Department								
	Investment	Investment	C/D	C/D	Beginning Balance	<b>Ending Balance</b>			
	Description	Type	Rate	Due	3/31/2024	4/30/2024			
Pershing	Texas Exchange	C/D	0.60	12/18/25	90,000.00	90,000.00			
Pershing	Flagstar Bk Troy Mich.	C/D	0.45	08/14/24	245,000.00	245,000.00			
Pershing	Toyota Fin Svgs Bank	C/D	0.90	11/30/27	145,000.00	145,000.00			
Pershing	United Roosevelt Svgs	C/D	0.55	03/12/26	245,000.00	245,000.00			
Pershing	First Natl Bk Amer East Lansing	C/D	0.75	04/30/26	40,000.00	40,000.00			
Pershing	First Tech Fed CU	C/D	5.35	03/29/23	245,000.00	-			
Pershing	Mid American CU	C/D	5.25	07/03/25	8,000.00	8,000.00			
Pershing	Sunwest Bk Irvine	C/D	0.70	04/30/26	45,000.00	45,000.00			
Pershing	US Bank Salt Lake City	C/D	0.95	09/22/26	100,000.00	100,000.00			
Pershing	Pacific Western	C/D	5.50	09/30/24	245,000.00	245,000.00			
Pershing	Centris Fed CR	C/D	5.65	03/24/25	130,000.00	130,000.00			
Pershing	Affinity Fed CU	C/D	5.80	10/24/24	200,000.00	200,000.00			
Pershing	California CU Glendale	C/D	5.65	10/27/25	200,000.00	200,000.00			
Pershing	US Treasury Bills	C/D		10/05/23	170,850.00	-			
Pershing	Pershing MM	M/M			10,005.81	486,989.25			
LGIP	05	TF			11,004.68	11,053.16			
CCF	x659	M/M			273,666.22	704,982.43			
CCF	ISC SWEEP ACCOUNT 659	M/M			608,519.65	609,771.21			
Bank First	CLEARING ACCT	M/M			1,019,679.31	217,560.92			
		1	OTAL		4,031,725.67	3,723,356.97			

# City of Tomah Cash and Investments April 30, 2024

TOTA	TOTAL BY INSTITUTION						
		3/31/2024	4/30/2024				
Bank First		5,801,407.52	4,115,225.06				
Pershing		10,864,895.13	9,344,602.01				
Trust Point		1,108,917.36	1,108,917.36				
CCF		2,357,416.45	2,793,081.87				
Farmers & Merchants Bank Kendall		119,856.06	119,856.06				
Local Government Investment Pool		731,063.57	734,284.49				
RIA Federal Credit Union		222,255.40	222,490.63				
Tomah Area Credit Union		2,411.00	2,699.10				
	TOTAL	21,208,222.49	18,441,156.58				

## **City of Tomah Cash and Investments** May 31, 2024

		Fund 01 -	General Fun	d		
	Investment	Investment	C/D		Beginning Balance	<b>Ending Balance</b>
	Description	Туре	Rate	Due	4/30/2024	5/31/2024
Pershing	Alliant CR Chicago	C/D	5.00	01/30/26	103,000.00	103,000.00
Pershing	Corning Fed CR	C/D	5.35	04/04/24	-	-
Pershing	Spokane Teachers CU	C/D	5.00	11/25/24	115,000.00	115,000.00
Pershing	State Bank of India NY	C/D	1.05	06/10/25	245,000.00	245,000.00
Pershing	Global Fed Anchorage	C/D	5.20	06/16/25	120,000.00	120,000.00
Pershing	Texas Exchange Bk Crowley	C/D	1.00	06/19/25	155,000.00	155,000.00
Pershing	Texas Exchange Bk	C/D	0.85	04/10/22	200,000.00	200,000.00
Pershing	Live Oak Bk	C/D	0.60	10/08/26	100,000.00	100,000.00
Pershing	Rollstone Bank & Trust	C/D	3.55	08/23/27	165,000.00	165,000.00
Pershing	Bridgewater Bk	C/D	0.55	09/20/27	60,000.00	60,000.00
Pershing	Toyota Fin Svgs Bank	C/D	0.90	11/30/27	100,000.00	100,000.00
Pershing	Morgan Stanley Pvt Bank	C/D	0.75	01/27/28	70,000.00	70,000.00
Pershing	Frazer Bk Okla	C/D	1.10	06/26/28	50,000.00	50,000.00
Pershing	Federal Farm Credit	C/D	1.54	11/30/26	300,000.00	300,000.00
Pershing	Federal Farm Credit Bank	C/D	2.45	02/23/28	145,000.00	145,000.00
Pershing	Michigan State Hsg Dev Auth	Muni Bond	4.98	12/01/28	235,000.00	235,000.00
Pershing	US Govt MM Fund	MM			118,550.86	123,375.28
FMB	x706	C/D	0.40	01/15/22	119,856.06	119,856.06
LGIP	01	TF			6,452.20	6,481.59
Bank First	X6465	M/M	2.96		715,041.34	718,008.46
Bank First	ED X1194	M/M			171,938.38	174,178.81
CCF	ICS MM ACCOUNT	M/M			737,726.07	739,294.07
CCF	X768	M/M	0.10		28,154.62	28,214.39
		1	TOTAL		4,060,719.53	4,072,408.66

	Fund 02 - Lake								
	Investment	Investment	C/D	C/D	Beginning Balance	Ending Balance			
	Description	Туре	Rate	Due	4/30/2024	5/31/2024			
RIA	4337420053	C/D	1.85	03/03/21	15,626.24	15,659.33			
LGIP	03	TF			29,580.71	29,715.43			
RIA	44374202	M/M			206,864.39	207,074.65			
	252,071.34	252,449.41							

		Fund 04 - CDBG		
	Investment	Investment	Beginning Balance	<b>Ending Balance</b>
	Description	Туре	4/30/2024	5/31/2024
TACU		СК	1,142.95	1,142.99
TACU		SAVINGS	1,556.15	1,844.22
Bank First		CK	873.55	873.55
Bank First X0822		SAVINGS	278,575.56	278,750.56
		TOTAL	282,148.21	282,611.32

			Fund 0	7 - Debt		
		Investment Description	Investment Type		Beginning Balance 4/30/2024	Ending Balance 5/31/2024
LGIP	06	,	T/F		8,132.90	8,169.94
Bank First	X6465		M/M	2.96	374,898.38	376,454.06
			TC	TAL	383,031.28	384,624.00

# City of Tomah Cash and Investments May 31, 2024

Fund 08 - Capital						
	Investment	Investment		Beginning Balance	<b>Ending Balance</b>	
	Description	Туре		4/30/2024	5/31/2024	
LGIP	02	T/F		90,492.51	90,904.65	
Pershing	2022A	M/M		1,197,456.34	1,202,117.70	
Pershing	2023A	M/M		2,636,395.55	2,646,765.78	
Pershing	2023A - Morgan Stanley	C/D	4.80	50,000.00	-	
Bank First	X6465	M/M	2.96	86,571.21	86,930.45	
CCF	X768	M/M	0.10	26,291.83	26,347.67	
		TOTAL		4,087,207.44	4,053,066.25	

Fund 10 - Library					
	Investment Description	Investment Type	Beginning Balance 4/30/2024	Ending Balance 5/31/2024	
TrustPoint		MM	1,108,917.36	1,108,917.36	
		TOTAL	1,108,917.36	1,108,917.36	

Sewer Department						
	Investment	Investment	C/D	C/D	Beginning Balance	<b>Ending Balance</b>
	Description	Туре	Rate	Due	4/30/2024	5/31/2024
Pershing	First Natl Bk Amer East Lansing	C/D	0.75	04/30/26	115,000.00	115,000.00
Pershing	Sallie Mae Murray UTAH	C/D	0.90	06/30/26	180,000.00	180,000.00
Pershing	Mid American CU	C/D	5.25	07/03/25	240,000.00	240,000.00
Pershing	Pershing MM	M/M			464,210.01	467,120.39
LGIP	04	T/F			588,573.01	591,253.60
CCF	XX8352	M/M			415,858.74	416,741.73
CCF	ICS Sweep	M/M			270,296.97	270,871.54
Bank First	X6341	M/M			1,963,070.90	1,069,853.06
Bank First	CLEARING ACCT	M/M			306,694.82	529,586.38
TOTAL			4,543,704.45	3.880.426.70		

Water Department						
	Investment	Investment	C/D	C/D	Beginning Balance	<b>Ending Balance</b>
	Description	Type	Rate	Due	4/30/2024	5/31/2024
Pershing	Texas Exchange	C/D	0.60	12/18/25	90,000.00	90,000.00
Pershing	Flagstar Bk Troy Mich.	C/D	0.45	08/14/24	245,000.00	245,000.00
Pershing	Toyota Fin Svgs Bank	C/D	0.90	11/30/27	145,000.00	145,000.00
Pershing	United Roosevelt Svgs	C/D	0.55	03/12/26	245,000.00	245,000.00
Pershing	First Natl Bk Amer East Lansing	C/D	0.75	04/30/26	40,000.00	40,000.00
Pershing	Mid American CU	C/D	5.25	07/03/25	8,000.00	8,000.00
Pershing	Sunwest Bk Irvine	C/D	0.70	04/30/26	45,000.00	45,000.00
Pershing	US Bank Salt Lake City	C/D	0.95	09/22/26	100,000.00	100,000.00
Pershing	Pacific Western	C/D	5.50	09/30/24	245,000.00	245,000.00
Pershing	Centris Fed CR	C/D	5.65	03/24/25	130,000.00	130,000.00
Pershing	Affinity Fed CU	C/D	5.80	10/24/24	200,000.00	200,000.00
Pershing	California CU Glendale	C/D	5.65	10/27/25	200,000.00	200,000.00
Pershing	Pershing MM	M/M			486,989.25	491,242.09
LGIP	05	TF			11,053.16	11,103.50
CCF	x659	M/M			704,982.43	628,841.61
CCF	ISC SWEEP ACCOUNT 659	M/M			609,771.21	611,067.20
Bank First	CLEARING ACCT	M/M			217,560.92	406,633.39
TOTAL			3,723,356.97	3,841,887.79		

# City of Tomah Cash and Investments May 31, 2024

TOTAL BY INSTITUTION					
		4/30/2024	5/31/2024		
Bank First		4,115,225.06	3,641,268.72		
Pershing		9,344,602.01	9,321,621.24		
Trust Point		1,108,917.36	1,108,917.36		
CCF		2,793,081.87	2,721,378.21		
Farmers & Merchants Bank Kendall		119,856.06	119,856.06		
Local Government Investment Pool		734,284.49	737,628.71		
RIA Federal Credit Union		222,490.63	222,733.98		
Tomah Area Credit Union		2,699.10	2,987.21		
	TOTAL	18,441,156.58	17,876,391.49		