



AGENDA FOR COMMON COUNCIL

A Common Council meeting will be held on **Tuesday, March 17, 2026 at 6:30 PM**
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:

1. Pledge of Allegiance
2. Roll Call

ANYONE DESIRING TO APPEAR TO COUNCIL: *Those that desire to address the City Council must state their name, address, deliver their comments in accordance with the City of Tomah Rules of Order, and will be limited to three minutes.*

MAYOR:

3. Employee of the Month
4. Monthly Update

CONSENT AGENDA: *(Items on the Consent Agenda are routine in nature and require one motion to approve all items listed. Prior to voting on the Consent Agenda, the Mayor or any Council member can request item(s) be removed from the Consent Agenda and addressed on the regular agenda).*

5. Approval of Minutes from February 17, 2026
6. Approval: Recommendation concerning the resolution for the payment of monthly bills.

COMMITTEE OF THE WHOLE:

7. Approval: Recommendation concerning amendments to Chapter 52 (Zoning) of the City of Tomah Municipal Code.
8. Approval: Recommendation concerning short-term vacation rental ordinance.
9. Approval: Recommendation concerning the formal acceptance of the Fiscal Year 2024 independent audit of the city's finances.
10. Approval: Recommendation concerning the resolution authorizing the issuance and establishing parameters for the sale of not to exceed \$1,050,000 general obligation promissory notes, Series 2026A.
11. Approval: Recommendation concerning the resolution authorizing the issuance and establishing parameters for the sale of not to exceed \$3,405,000 water system revenue bonds, Series 2026B.
12. Approval: Recommendation concerning the resolution authorizing the issuance and establishing parameters for the sale of not to exceed \$3,815,000 sewer system revenue bonds, Series 2026C.

Common Council – March 17, 2026

PUBLIC WORKS AND UTILITIES COMMISSION:

[13.](#) Approval: Toro Lease Renewal

[14.](#) Approval: Boat Dock Length

15. Approval: Recommendation concerning tabled vote on the forgiveness of the sewer utility advance to Tax Increment District 8.

APPOINTMENTS:

16. Approval: Recommendation concerning the Mayoral appointment of Chris Peacock to serve as the City of Tomah Municipal Judge effective 1 May 2026.

GENERAL:

[17.](#) Approval: Budget transfer request grants & donations

ADJOURN:

18. Adjourn to closed session pursuant to Wis. Stat. 19.85:

(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session:

-Approval: Recommendation regarding the final approval for offer to purchase for Property B.

-Approval: Recommendation regarding negotiating the purchase of Property D.

-Discussion: Consideration of negotiating the purchase of Property E.

-Approval: Recommendation regarding the contract for City Attorney services.

(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.

-Update regarding two active litigation cases.

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

MINUTES FOR FEBRUARY 17, 2026, COMMON COUNCIL

CALL TO ORDER:

A regular meeting of the Common Council was held at 819 Superior Ave. in the City Council Chambers. The meeting was called to order by Council Vice President Mitch Koel at 6:34 p.m. After the Pledge of Allegiance, roll call was taken. Present: Shawn Zabinski, Richard Yarrington, Nellie Pater, Travis Scholze, Dean Peterson, and Mitchell Koel. Absent: Paul Dwyer, John Glynn, and Patrick Devine. Also present: Nick Morales, Nicole Jacobs, Justin Derhammer, Charlie Handy, Brandy Leis, and Penny Precour. The meeting was available via Zoom and was recorded by Hagen Sports Network. All motions are unanimously approved unless otherwise noted.

ANYONE DESIRING TO APPEAR TO COUNCIL:

No one desired to appear before the council.

MAYOR:

Employee of the Month

Administrator Morales announced this month’s Employee of the Month as Justin Randall who was selected unanimously by the department heads. Randall, who works in Public Works, gained the attention of the department heads for demonstrating teamwork by assisting the fire department after responding to a structure fire. Fire fighters extinguished the fire and the damage to the structure was quite significant and the fire chief expressed concern that the structure would collapse. Randall was at home when he was called by Supervisor Koe Kube to assist the fire department and safely demolish the structure.

Monthly Update

Mayor Dwyer was absent from the meeting. No report was given.

CONSENT AGENDA:

Motion by S. Zabinski, second by N. Pater, to approve the following consent agenda: Motion carried.

Approval of Minutes from January 20, 2026

Approval: Application of Class “B” Beer Fermented Malt Beverage License and “Class C” Wine License for Aimee’s Hub at 1103 Superior Ave

Approval: Temporary “Class B” Wine and Class “B” Beer License Application by Tomah Baseball Club for the Baseball Night Out on March 7, 2026

Approval: Temporary Class “B” Beer and temporary “Class B” Wine beverage license application has been received from the Families First of Monroe County Inc. for their event "Families First Trivia Night" on March 14, 2026

Approval: Application for Appointment of Successor Agent for ALDI #52 at 1844 N Superior Ave, Tomah, WI

Approval: Annual renewal of Taxicab Licenses for Abby Vans Inc. DBA Tomah Transit

Approval: Resolution for the Payment of Monthly Bills

Approval: Lake Committee Sales Tax Reimbursement

PUBLIC WORKS AND UTILITIES COMMISSION:

Approval: Resolution for Forgiveness of 2019 Sewer Utility Advance to TID #8

Motion by T. Scholze, second by N. Pater, to approve the Resolution for Forgiveness of 2019 Sewer Utility Advance to TID #8. Alderperson Scholze asked Administrator Morales if any alternative plans had been considered such as partial repayment. Administrator Morales clarified that this is not a legal debt obligation. There are no specific obligations to repay the advance, and this is not debt in statutory terms. Morales added that the Public Works and Utilities Commission previously voted to recommend approval of forgiveness. Alderperson Yarrington asked whether the forgiveness of the advance would provide enough revenue to eliminate the need to bond for water and sewer projects. Director Leis said it would depend on the projects, and that the city won’t always be able to get around bonding for major projects. Yarrington proposed tabling the motion for next month’s Common Council meeting when more council members will be in attendance. Motion by R. Yarrington, second by T. Scholze to table the discussion regarding the forgiveness of the 2019 Sewer Utility Advance to TID #8 to March’s Common Council meeting. Motion carried. (N. Pater and D. Peterson opposed.)

ADJOURN:

Adjourn to Closed session Pursuant to Wis Stat § 19.85(1):

Motion by D. Peterson, second by T. Scholze, to adjourn to closed session under Wis Stat § 19.85(1) as listed on the agenda. Motion carried. (Yarrington opposed) Meeting adjourned to closed session at 7:01 p.m.

Common Council – FEBRUARY 17, 2026

(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session:

-Approval: Developer proposal for purchase of city-owned property for the purpose of a housing development.

Motion by D. Peterson, second by N. Pater, to approve a developer proposal for potential purchase of city-owned property for the purpose of a housing development. Motion carried.

-Approval: Land Lease Agreement.

Motion by T. Scholze, second by S. Zabinski, to approve the land lease agreement with Dale Greeno for \$2. Motion carried. (Yarrington opposed)

-Approval: Continued consideration regarding the purchase of Property B.

Motion by T. Scholze, second by D. Peterson, to approve the purchase of Property B in the amount as written in purchase agreement. Motion carried.

(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.

-Discussion of possible litigation threatened by a citizen.

Motion by D. Peterson, second by S. Zabinski to authorize staff to meet with a citizen regarding an issue that may result in litigation. Motion carried.

-Discussion of possible litigation concerning a third-party vendor

Adjourn Meeting

Motion by T. Scholze, second by D. Peterson, to adjourn the meeting at 7:53 p.m. Motion carried.

Respectfully submitted,

Nicole Jacobs, City Clerk

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:	2026	\$16,263.95	Check #'s:	148627	148629
2. Payroll:		\$417,527.64	Dir Dep #'s:	9309547	9309791
3. Wire/ACH Transfers:		\$1,039,690.29			
4. Invoices:		\$52,045.40			
Total:		<u>\$1,525,527.28</u>			

Mayor

Clerk

Requested by: Finance Department

Submitted by: Committee of the Whole

March 9, 2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
GERKE EXCAVATING INC							
274	GERKE EXCAVATING INC	76539	ASPHALT AND CONCRETE CRUSHING	02/27/2026	14-57331-8553 TID 8 HWY/STREET O	8,750.00	
274	GERKE EXCAVATING INC	76539	ASPHALT AND CONCRETE CRUSHING	02/27/2026	17-57331-8553 TID 9 HWY/STREET O	3,750.00	
274	GERKE EXCAVATING INC	76539	ASPHALT AND CONCRETE CRUSHING	02/27/2026	18-57331-8553 TID 10 HWY/STREET O	10,000.00	
274	GERKE EXCAVATING INC	76539	ASPHALT AND CONCRETE CRUSHING	02/27/2026	20-57725-2100 TIF INDUSTRIAL DEVE	2,500.00	
274	GERKE EXCAVATING INC	76539	ASPHALT AND CONCRETE CRUSHING	02/27/2026	01-53311-3407 HWY/ST MAINT OP SU	13,696.65	
Total GERKE EXCAVATING INC:						<u>38,696.65</u>	
MONROE CO SOLID WASTE							
461	MONROE CO SOLID WASTE	445	FEB 2026 INVOICE 445	02/28/2026	01-53630-5300 SOLID WSTE DISP RE	13,133.28	
Total MONROE CO SOLID WASTE:						<u>13,133.28</u>	
TOMAH WATER & SEWER UTILITY							
658	TOMAH WATER & SEWER UTILI	ACCT 3330.00	W & S FEB 26	03/05/2026	01-52100-2220 LAW ENFORCE UTIL-	215.47	
Total TOMAH WATER & SEWER UTILITY:						<u>215.47</u>	
Grand Totals:						<u><u>52,045.40</u></u>	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
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Dated: _____

Mayor: _____

Dwyer, Paul

City Council: _____

Glynn, John

Pater, Nellie

Peterson, Dean

Devine, Patrick

Scholze, Travis

Koel, Mitch

Yarrington, Richard

Zabinski, Shawn

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
148627										
02/26	02/18/2026	148627	443	MLJ LAWN MOWING & SNOW R	1205(2026)	1	01-53432-2900	.00	100.00	100.00
Total 148627:								.00		100.00
148628										
02/26	02/18/2026	148628	461	MONROE CO SOLID WASTE	402	1	01-53630-5300	.00	15,645.84	15,645.84
Total 148628:								.00		15,645.84
148629										
02/26	02/18/2026	148629	659	TOMAH WATER UTILITY	205000 Jan 2	1	01-53311-2220	.00	139.77	139.77
02/26	02/18/2026	148629	659	TOMAH WATER UTILITY	206700 Jan 2	1	01-51600-2220	.00	229.37	229.37
02/26	02/18/2026	148629	659	TOMAH WATER UTILITY	226301 Jan 2	1	01-53311-2220	.00	75.81	75.81
02/26	02/18/2026	148629	659	TOMAH WATER UTILITY	254100 Jan 2	1	01-53311-2220	.00	22.60	22.60
02/26	02/18/2026	148629	659	TOMAH WATER UTILITY	290102 Jan 2	1	01-53510-2220	.00	25.28	25.28
02/26	02/18/2026	148629	659	TOMAH WATER UTILITY	96701 Jan 20	1	01-53311-2220	.00	25.28	25.28
Total 148629:								.00		518.11
Grand Totals:								.00		16,263.95

Dated: _____

Mayor: _____

Dwyer, Paul

City Council: _____

Glynn, John

Pater, Nellie

Peterson, Dean

Devine, Patrick

Scholze, Travis

Koel, Mitch

Yarrington, Richard

Zabinski, Shawn

ORDINANCE NO. _____

Ordinance Amending Section 52-40 and removing Section 52-34 (f) of the City of Tomah Code
Municipal Code

NOTES:

- reduce residential lot sizes, lot frontage, principal structure setbacks, and minimum lot area per dwelling unit standards, in addition to increasing height and maximum lot coverage standards.
- Creates a zero lot line option within the standard R-2 & R-3 districts.
- R-1, R-2, and R-3 Districts: proposed changes create uniformity across the districts for simplified application of the standards for applicants and staff.
- Remove R-6 District: as it is now duplicative.

The Common Council of the City of Tomah, Monroe County, Wisconsin, do ordain as follows:

SECTION ONE: Section 52-40 of the City of Tomah Municipal Code is hereby amended to read as follows:

Section 52-40 Bulk Dimensional Standards

Zone	Lot Requirements		Minimum Yard Requirements (Ft.)					Maximum Building Height		% Max.Lot Coverage	Min. Lot Area /Dwelling	Land Uses Permitted	
	Area in Sq. Ft.	Frontage in Ft.	Principal Buildings	Accessory Buildings	Stories	Feet	Front	Each Side	Rear				Each Side
R-1 Residential	7,200	60	(h) 25	(e) 10	(i) 30	(e) 3	3	(g)	2	30	30	7,200	1-family dwelling
Amended to	6,000	40	20	8	20	3	3	3	2	35	60	6,000	1-family dwelling
R-2 Residential	7,200	60	(h) 25	(e),(j) 10	(i) 30	(e) 3	3	(g)	2	35	40	3,600	2-family dwelling
Amended to	6,000 or 3,000 (j)	40 or 20	20	8 or 0	20	3	3	3	2	35	60	3,000	2-family dwelling
R-3 Residential	7,200	60	(h) 25	(e),(j) 10	(i) 20	(e) 3	3	(g)	3	40	60	1,800	Multi-family dwelling
Amended to	7,200 or 3,000 (j)	60 or 20	20	8 or 0	20	3	3	3	4	55 (k)	75	750	Multi-family dwelling
R-4 Residential (l)	7,200	60	(h) 25	(c) 10	(i) 30	(c) 3	3	(g)	2	30	30	7,200	Manuf. dwelling
R-5 Residential													Manuf. dwelling park
R-6 Zero Lot Line	7,200	50	25	(e),(j) 10	30	(e) 3	3	(g)	2	30	40	3,600	Duplex; single-family dwelling

B Business	(a)3,000	20	None	(d)None	(d)10	None	10	3	45	95	—	General business
B-2 Business	20,000	100	50	25	30	10	10	4	55 (k)	50	—	Highway business
B-1 Office Business	10,000	75	25	15	10	10	10	3	45	75	—	Office business
M-1 Industrial	20,000	100	25	(e)15	(e)20	10	10	3	45	50	(b)	Limited industrial
M-2 Industrial	20,000	100	25	(f)25	(f)20	10	10	3	45	60	(b)	General industrial
M-3 Industrial	20,000	100	25	25	20	10	10	3	45	60	(b)	Highway industrial
A-1 Agricultural	2 acres	100	100	50	50	50	50	—	50 (k)	—	—	Agricultural
C Conservancy	—	—	—	—	—	—	—	2	30	—	—	Parks & recreation
I Institutional	5,000	50	5	5	5	3	10	—	60 (k)	—	—	Hospitals, schools, government, churches

(a) Shopping centers require a minimum of four acres, minimum frontage 300 feet, maximum height 35 feet, front yard 100 feet, rear 40 feet and side 40 feet.

(b) Dwelling units not permitted except for watchman's/caretaker's quarters, not for rental.

(c) Minimum side yard for street side of corner lot, 15 feet.

(d) Minimum side or rear yard when abutting a residential district is 15 feet.

(e) Minimum side or rear yard when abutting a residential district must be 50 feet.

(f) Minimum side or rear yard when abutting a residential district must be 100 feet.

(g) Accessory buildings must be placed in the rear yard or conform to the yard requirements of a principal building.

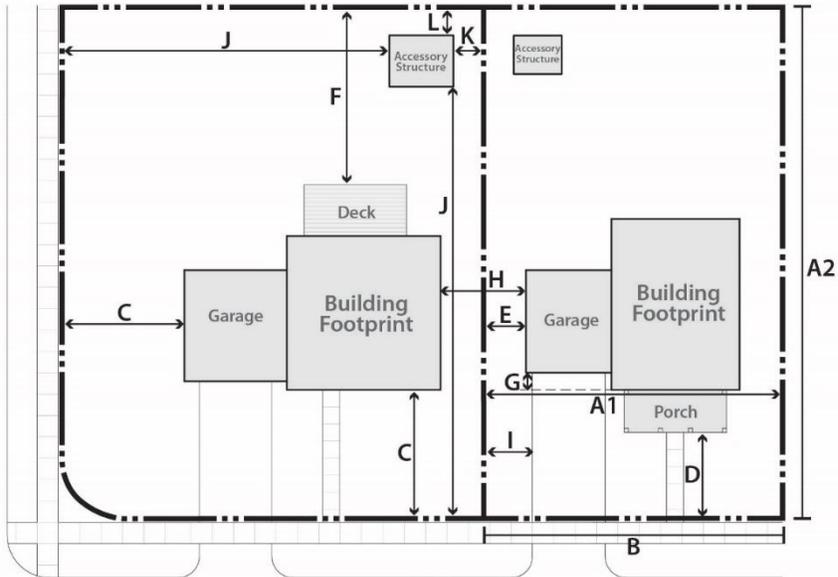
(h) Front yards. On every lot in a residential district and every existing residence in the business district, there shall be a front yard having a depth of not less than ~~25~~ 20 feet.

(j) Zero feet on the side of a common wall with the adjacent structure. The opposite interior side-yard setback shall be ~~ten~~ a minimum of eight feet.

(k) All structures exceeding three floor levels or a height above grade of 45 feet shall require approval from the City of Tomah Fire Department.

(i) Minimum 10 acres in area.

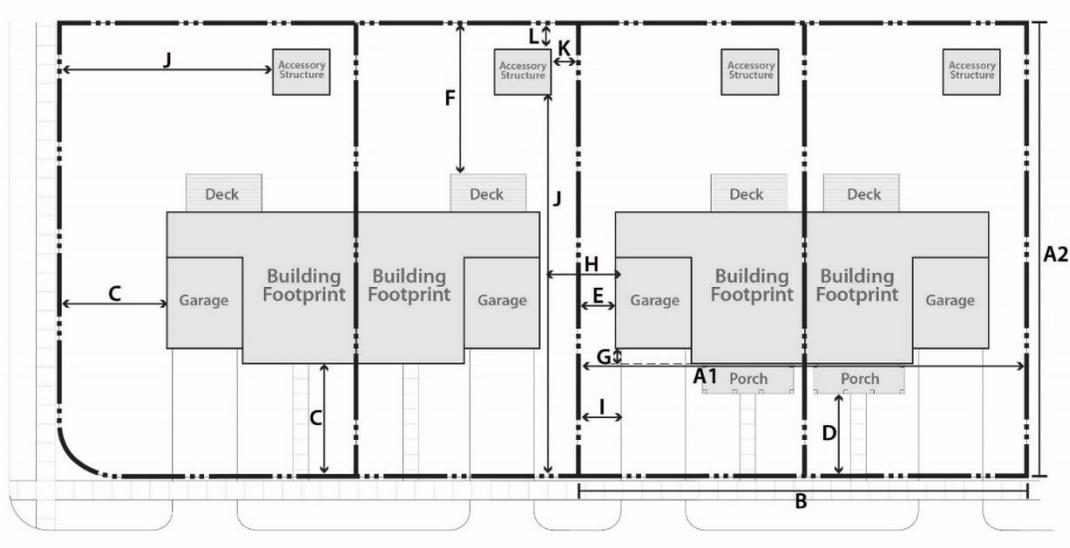
Figure 1 : R-1 Zoning District



Key to Figure

- A Minimum Lot Area ($A1 \times A2$) – 7,200 Sq. Ft.
- A1 Minimum Lot Width (at front setback line) – 60'
- B Minimum Lot Frontage at Right-of-Way – 40'
- C Minimum Front Street and Street Side Corner Setback (lot line to principal building or attached garage) – 20'
- D Minimum Porch Setback from Front and Street Side Corner - See C
- E Minimum Side Yard Setback – Interior 8'
- F Minimum Rear Yard Setback and Attached Deck Setback (lot line to principal building or attached garage) 20'
- H Minimum Building Separation - 16'
- I Minimum Pavement Setback (lot line to pavement excluding driveway entrance) 0'
- J Minimum Accessory Building Front Yard or Street Side Corner Setback
- K Minimum Accessory Building Side Yard Setback – Interior - 3'
- L Minimum Accessory Building Rear Yard Setback - 3'

Figure 2: R-2 Zoning District



Key to Figure

- A Minimum Lot Area ($A1 \times A2$) – 6,000 Sq. Ft.
- A1 Minimum Lot Width (at front setback line) – 40'
- B Minimum Lot Frontage at Right-of-Way – 40'
- C Minimum Front Street and Street Side Corner Setback (lot line to principal building or attached garage) - 20'
- D Minimum Porch Setback from Front and Street Side Corner - See C
- E Minimum Side Yard Setback – Interior - 8' or 0'
- F Minimum Rear Yard Setback and Attached Deck Setback (lot line to principal building or attached garage) - 20'
- H Minimum Building Separation – 16' Or 0'
- I Minimum Pavement Setback (lot line to pavement excluding drive entrance) – 0'
- J Minimum Accessory Building Front Yard or Street Side Corner Setback – 20'
- K Minimum Accessory Building Side Yard Setback – Interior – 3'
- L Minimum Accessory Building Rear Yard Setback – 3'

Figure 3: R-3 Zoning District

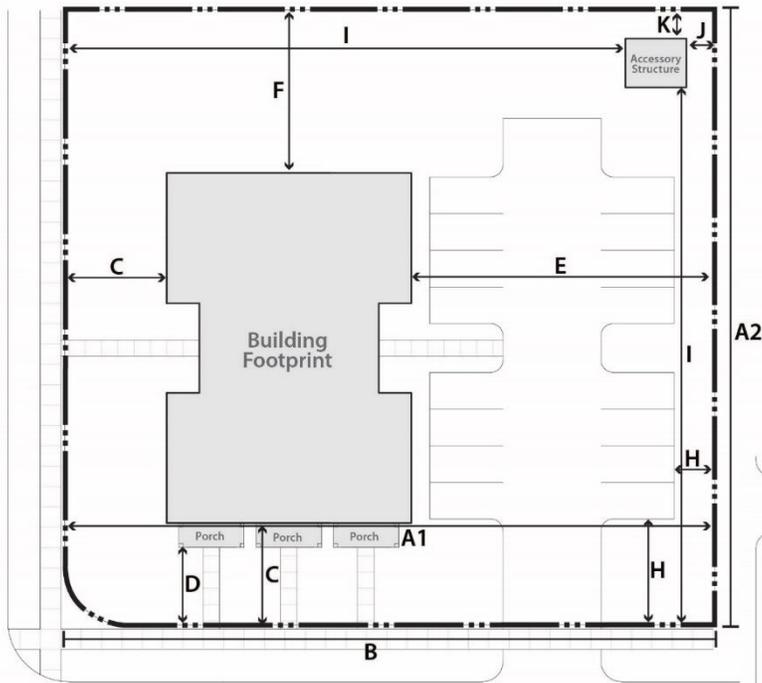
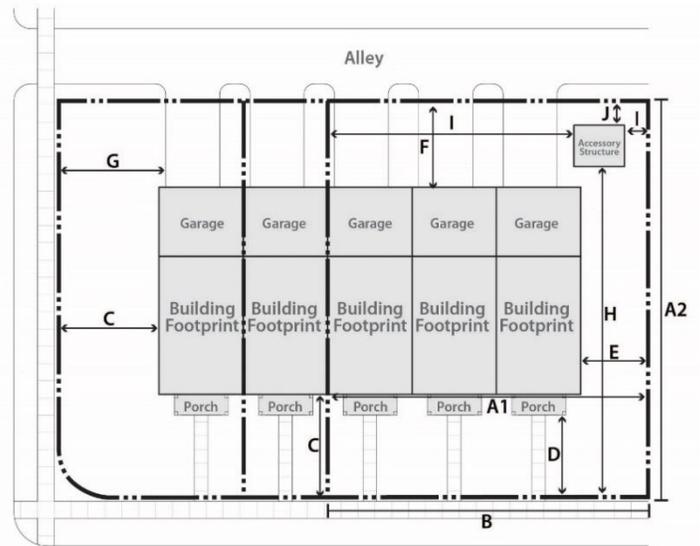
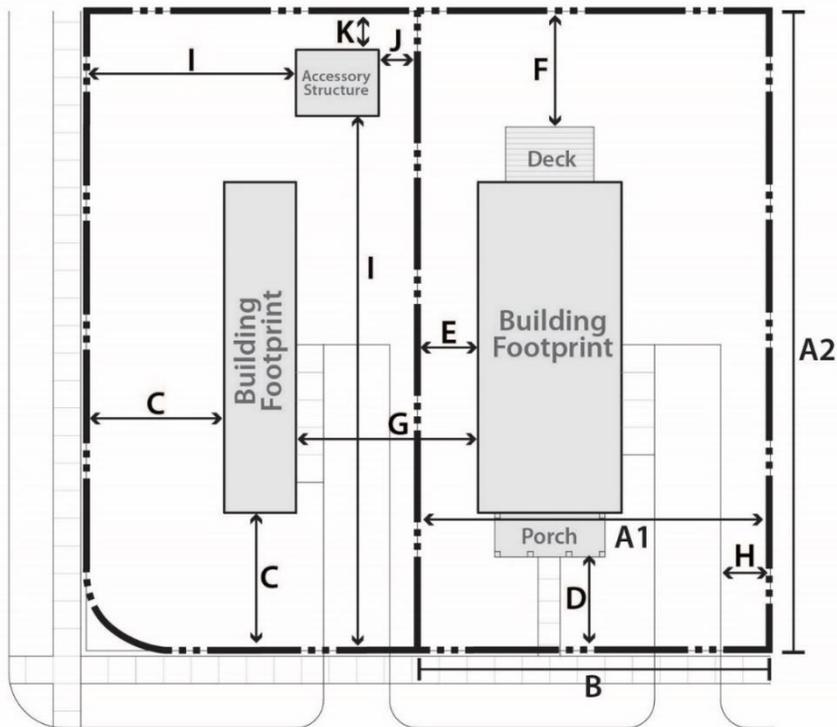


Figure 4: Zero Lot Line Option



Key to Figure

- A Minimum Lot Area (A1 x A2) - 7,200 Sq. Ft.
- A1 Minimum Lot Width (at front setback line) - 60'
- B Minimum Lot Frontage at Right-of-Way - 40'
- C Minimum Front Street and Street Side Corner Setback (lot line to principal building or attached garage) - 20'
- D Minimum Porch Setback from Front and Street Side Corner - See C
- E Minimum Side Yard Setback – Interior - 8' or 0'
- F Minimum Rear Yard and Attached Deck Setback (lot line to principal building or attached garage) - 20'
- H Minimum Pavement Setback (lot line to pavement excluding driveway entrance) – 0'
- I Minimum Accessory Building Front Yard or Street Side Corner Setback - 20'
- J Minimum Accessory Building Side Yard Setback – Interior 3'
- K Minimum Accessory Rear Yard Setback =-3'

Figure 4: R-4 and R-5 Zoning Districts**Key to Figure**

- A Minimum Lot Area (A1 x A2) - 7,200 Sq. Ft.
- A1 Minimum Lot Width (at front setback line) - 60'
- B Minimum Lot Frontage at Right-of-Way - 40'
- C Minimum Front Street and Street Side Corner Setback (lot line to principal building or attached garage) - 25'
- D Minimum Porch Setback from Front and Street Side Corner - see C
- E Minimum Side Yard Setback – Interior - 10'
- F Minimum Rear Yard Setback and Attached Deck Setback (lot line to principal building or attached garage) - 30'
- G Minimum Building Separation - 20'
- H Minimum Pavement Setback (lot line to pavement excluding driveway entrance) 0'
- I Minimum Accessory Building Front Yard or Street Side Corner Setback - 25'
- J Minimum Accessory Building Side Yard Setback – Interior - 3'
- K Minimum Accessory Building Rear Yard Setback - 3'

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

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

Paul Dwyer, Mayor

ATTEST:

Nicole Jacobs, Clerk

READ:

PASSED:

PUBLISHED:

ORDINANCE NO. _____

**Ordinance adding Section 52-212 of the
City of Tomah Code of Ordinances**

Notes: This update Permits and codifies standards for Short Term Residential Rental as an accessory use in the residential zoning districts, requiring an initial permit, and an annual license

The Common Council of the City of Tomah, Monroe County, Wisconsin, do ordain as follows:

SECTION ONE:

- (1) Short-Term Residential Rental: Includes all lodging places and tourist cabins and cottages, other than hotels and motels, in which sleeping accommodations are offered for pay to tourists and transients. It does not include private boarding houses or rooming houses not accommodating tourists or transients, or bed and breakfast establishments regulated under Wis. Admin. Code ACTP § 72 & 73.
 - (a) Permitted by Right: All zoning districts.
 - 1. Land Use Requirement: Short-Term Residential Rentals shall only be located as an accessory use as defined in Section 52-14 to any principal land use that includes a dwelling unit as defined in Section 52-14.
 - 2. Annual City License Required: Each Short-Term Residential Rental shall operate only during the valid period of an Annual City of Tomah Short-Term Residential Rental License for each calendar year. Operating a Short-Term Residential Rental without a current version of a valid license shall be considered a violation of this Zoning Ordinance, and subject to the penalties of Section 52-278. The following information shall be provided on an annual basis, prior to issuance of said Annual City of Tomah Short-Term Residential Rental License:
 - a. Completed City of Tomah Short-Term Residential Rental Application, which includes the property owner name, address, and phone number and the designated operator’s name, address, and phone number.
 - b. A current floor plan for the Short-Term Residential Rental at a minimum scale of one-inch equals 4 feet, and Site Plan of the property at a minimum scale of one-inch equals ten feet showing on-site parking spaces and trash storage areas.
 - c. General Building Code Inspection by City, and submittal of Official Building Code Inspection Report with no outstanding compliance orders remaining.
 - d. Acknowledgement by applicant that the City will notify all landowners within 200 feet of the state licensed property of its existence, at the initial application for this permit.
 - e. The applicant shall post the City issued placard on the front of the building for public view, during rental periods.
 - f. Proof of valid property and liability insurance for the dwelling unit.
 - g. Copy of State of Wisconsin Tourist Rental House License.
 - h. Payment of an Initial Administrative Fee, set annually by the city, to cover the costs of administering the above. Payment of an annual license fee.

- i. City of Tomah Room Tax Permit.
 - j. The City of Tomah Short-Term Residential Rental License shall be issued with the completion of the above requirements.
3. Property Management Requirements. Each Short-Term Residential Rental shall be managed consistently with the following requirements:
- a. The total number of days of operation within any calendar year shall not exceed 180 days, which must be consecutive. This Period of Short-Term Residential Rental Operation shall be specified by the property owner in the required annual Short-Term Residential Rental Application.
 - b. The Minimum Rental Period shall be a minimum of one consecutive day by any one party.
 - c. The Maximum Rental Period shall be no more than 180 consecutive days by any one party.
 - d. The Maximum Number of Occupants shall not exceed the total number licensed by the State of Wisconsin.
 - e. The Short-Term Residential Rental shall be operated by the property owner or by a property manager explicitly designated in the valid Tomah Short-Term Residential Rental Application as the “Designated Operator”.
 - f. The property owner’s and the Designated Operator’s names, addresses, and 24-hour phone numbers shall be provided in the Short-Term Residential Rental Application and shall be updated within 24 hours upon any change in the property manager or the property manager contact information.
 - g. The Designated Operator must be available by phone 24 hours, seven days a week, during the period of operation designated in the Short-Term Residential Rental Application.
 - h. Each Short-Term Residential Rental shall provide and maintain a Guest Register and shall require all guests to register their true names and addresses before allowing occupancy. The Guest Register shall be kept intact and available by the Designated Operator for inspection by representatives of the City for at least one year from the day of the conclusion of the period of operation.
 - i. Each Short-Term Residential Rental shall maintain the following written Business Record for each rental of the Short-Term Residential Rental: the true names and addresses of any person renting the property, the dates of the rental period (which must be a minimum of one consecutive day), and the monetary amount or consideration paid for the rental. The Business Record shall be kept intact and available by the Designated Operator for inspection by representatives of the City for at least one year from the day of the conclusion of the period of operation.
4. Property Operational Requirements. Each Short-Term Residential Rental shall be operated per the following requirements:
- a. Parking Requirements:
 - i. In addition to the parking requirements for the principal land use (see Section 52-116), a minimum of two off-street parking spaces shall be provided on the subject property for each Short-Term Residential Rental.

- ii. All guest parking for vehicles and trailers shall be within an approved parking plan as submitted
 - iii. All parking shall be located on an all-weather surface including concrete, asphalt, or other approved surface. No parking is permitted on gravel, lawn, or planter bed areas.
- b. Site Appearance Requirements:
- i. Aside from a changing mix of guests and their vehicles, there shall be no evidence of the property being used as a Short-Term Residential Rental visible on the exterior of the subject property.
 - ii. No exterior signage related to the Short-Term Residential Rental is permitted, other than the property address, and City issued placard.
 - iii. No outdoor storage related to the Short-Term Residential Rental land use is permitted, except for typical residential recreational equipment, seating, and outdoor cooking facilities which are permitted only within the rear yard.
 - iv. No recreational vehicle, camper, tent, or other temporary lodging arrangement shall be permitted to accommodate guests.
- c. Neighborhood Impact Requirements:
- i. No outdoor activity shall occur between the hours of 10:00 p.m. and 7:00 a.m.
 - ii. At all times, no noise, lighting, odor or other impacts from the subject property shall be detectable at the property line at levels exceeding the requirements of Section 52.208.
 - iii. No vehicular traffic shall be generated by the Short-Term Residential Rental at levels exceeding those typical for a detached single-family dwelling unit.
- d. Short-Term Residential Rental Advertising:
- i. No outdoor advertising is allowed on the subject property.
 - ii. The Short-Term Residential Rental shall not be advertised for availability in any form of media unless the required Short-Term Residential Rental License has been issued.
5. Penalties and License Revocation
- a. Violations of the requirements for Short-Term Residential Rental, the provisions of the Short-Term Residential Rental License, and all other requirements of the Zoning Ordinance are subject to Section 52-278. Violations will be issued to, and will be the responsibility of, the property owner.
 - b. The Annual Short-Term Residential Rental License may be revoked for more than two violations of the requirements of the License, the requirements specific to Short-Term Residential Rental, the License, or the remainder of Zoning Code.

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

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

Paul Dwyer, Mayor

ATTEST:

Nicole Jacobs, Clerk

READ:

PASSED:

PUBLISHED:

March 16, 2026

PRE-SALE REPORT FOR

City of Tomah, Wisconsin

**\$1,050,000 General Obligation Promissory Notes,
Series 2026A**



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Kayla Thorpe, Municipal Advisor
Joe Murray, Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$1,050,000 General Obligation Promissory Notes, Series 2026A

Purposes:

The proposed issue includes financing for the following purposes:

To fund the City's 2026 Capital Projects and Purchases.

- General Obligation Promissory Notes, Series 2026A debt service will be paid from ad valorem property taxes.

Authority:

The Notes are being issued pursuant to Wisconsin Statute(s):

- 67.12(12)

The Notes will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Notes count against the City's General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Notes, the City's total General Obligation debt principal outstanding will be approximately \$29,180,000, which is 50% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$28,667,101.

Term/Call Feature:

The Notes are being issued for a term of 10 years. Principal on the Notes will be due on May 1 in the years 2027 through 2036. Interest will be due every six months beginning May 1, 2027.

The Notes will be subject to prepayment at the discretion of the City on May 1, 2033 or any date thereafter.

Bank Qualification:

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Notes as "bank qualified" obligations. Bank qualified status broadens the market for the Notes, which can result in lower interest rates.

Rating:

The City’s most recent bond issues were rated by Moody’s Investors Service. The current rating on those bonds is “A1”. The City will request a new rating for the Notes.

If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option. Ehlers has reviewed other reasonably feasible alternatives to the recommended issuance of municipal securities.

Method of Sale/Placement:

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Notes from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” For this issue of Notes, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City’s objectives for this financing.

Parameters:

The City Council will consider adoption of a Parameters Resolution on March 16, 2026, which delegates authority to the City Administrator or Treasurer to accept and approve a bid for the Notes so long as the bid meets certain parameters. These parameters are:

- * Issue size not to exceed \$1,050,000
- * Maximum Bid of 110.00%
- * Minimum Bid of 99.00%
- * Maximum True Interest Cost (TIC) of 4.25%
- * Maturity Schedule Adjustments not to exceed an increase or decrease of \$55,000 per maturity

Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations (“Arbitrage Rules”) throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction,

escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City’s specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the “Tax Compliance Document”) prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City’s specific responsibilities for the Notes. The City is currently receiving arbitrage services from Ehlers in relation to the Notes.

Investment of Note Proceeds:

Ehlers can assist the City in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel and Disclosure Counsel: Quarles & Brady LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: Moody’s Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	March 16, 2026
Due Diligence Call to Review Official Statement:	Week of March 23, 2026
Conference with Rating Agency:	March 24, 2026
Distribute Official Statement:	April 1, 2026
Designated Officials Award Sale of the Notes:	April 9, 2026
Estimated Closing Date:	April 30, 2026

Attachments

- Estimated Sources and Uses of Funds
- Estimated Proposed Debt Service Schedule
- Estimated Tax Impact Analysis
- G.O. Debt Capacity Analysis
- Bond Buyer Index

EHLERS' CONTACTS

Kayla Thorpe, Municipal Advisor	(262) 796-6197
Joe Murray, Municipal Advisor	(262) 796-6196
Dan Pagac, Public Finance Analyst	(262) 796-6163
Beth Mueller, Senior Financial Analyst	(651) 697-8553



Table 1
Existing G.O. Debt Base Case
City of Tomah, WI

Year Ending	Total G.O. Debt Payments	Existing Debt										Annual Taxes \$100,000 Home	Year Ending
		Less: Water	Less: Sewer	Less: TID 8	Less: TID 9	Less: TID 10	Less: Facility Fees	Less: Park & Rec Fees	Less: Sales Tax	Net Tax Levy	Equalized Value (TID OUT)		
2026	3,543,299	(53,705)	(76,673)	(405,886)	(40,675)	(47,025)	(533,025)	(75,525)	(158,550)	2,132,235	1,042,218,200	\$2.05	2026
2027	3,434,008	(57,209)	(74,963)	(428,470)	(40,194)	(45,675)	(536,775)	(78,650)	(155,150)	2,016,923	1,084,972,720	\$1.86	2027
2028	3,224,834	(50,713)	(78,181)	(415,343)	(39,660)	0	(520,525)	(76,650)	(156,650)	1,887,113	1,129,481,142	\$1.67	2028
2029	3,034,846	0	(76,329)	(421,826)	(39,074)	(504,275)	(488,025)	(74,650)	(157,925)	1,760,768	1,175,815,417	\$1.50	2029
2030	2,885,053		(79,405)	(427,820)	(38,444)	(488,025)	(477,525)	(77,525)	(154,075)	1,619,759	1,224,050,444	\$1.32	2030
2031	2,637,338		(77,410)	(319,534)	(37,770)	(471,775)	(471,775)	(75,275)	(160,000)	1,495,574	1,274,264,199	\$1.17	2031
2032	2,495,223		(80,344)	(317,120)	(37,070)	(455,525)	(455,525)	(73,025)	(155,700)	1,376,439	1,326,537,854	\$1.04	2032
2033	2,389,829		(78,206)	(319,454)	(41,290)	(436,000)	(436,000)	(75,650)	(156,275)	1,282,954	1,380,955,910	\$0.93	2033
2034	2,334,699		(76,069)	(311,606)	(40,430)	(424,800)	(424,800)	(73,400)	(156,900)	1,251,494	1,437,606,338	\$0.87	2034
2035	2,068,706		0	(229,548)	0	(413,600)	(413,600)	(71,400)	(157,600)	1,196,559	1,496,580,715	\$0.80	2035
2036	2,014,743			(228,206)		(402,000)	(402,000)	(74,300)	(158,100)	1,152,136	1,557,974,375	\$0.74	2036
2037	1,679,381			0		(390,400)	(390,400)	(72,100)	(158,400)	1,058,481	1,621,886,564	\$0.65	2037
2038	1,614,781					(377,600)	(377,600)	(74,800)	(158,500)	1,003,881	1,688,420,598	\$0.59	2038
2039	1,467,281					(364,800)	(364,800)	(72,400)	(158,400)	871,681	1,757,684,033	\$0.50	2039
2040	1,397,081					(352,000)	(352,000)	(74,900)	(158,100)	812,081	1,829,788,835	\$0.44	2040
2041	1,303,181					(339,200)	(339,200)	(77,200)	(157,600)	729,181	1,904,851,565	\$0.38	2041
2042	1,260,081					(326,400)	(326,400)	(74,400)	(156,900)	702,381	1,982,993,565	\$0.35	2042
2043	442,509					0	0	(76,500)	(156,000)	210,009	2,064,341,154	\$0.10	2043
2044	283,463					0	0	0	(76,500)	206,963	2,149,025,834	\$0.10	2044
2045	71,444					0	0	0	0	71,444	2,237,184,502	\$0.03	2045
2046	0					0	0	0	0	0	2,328,959,669	\$0.00	2046
Total	39,581,778	(161,626)	(697,579)	(3,824,813)	(354,606)	(92,700)	(7,356,725)	(1,348,350)	(2,907,325)	22,838,055			Total

Notes:
 Represents +/- 25% Change over previous year

Table 2 Capital Improvements Financing Plan

City of Tomah, WI

	2026	2026	2026
	G.O. Notes	Revenue Bonds	Revenue Bonds
CIP Projects ¹	975,000	3,053,000	3,400,000
Debt Service Reserve			
DSR Funds On Hand	0	(112,500)	(73,500)
New DSR Requirement	0	353,722	375,535
Reserve Fund Requirement	0	241,222	302,035
Estimated Issuance Expenses	79,350	130,663	137,788
TOTAL TO BE FINANCED	1,054,350	3,424,885	3,839,822
Estimated Interest Earnings	(7,313)	(22,898)	(25,500)
Assumed spend down (months)	3.00%	3.00%	3.00%
	3.00	3.00	3.00
Rounding	2,963	3,013	678
NET BOND SIZE	1,050,000	3,405,000	3,815,000

Notes:

1) Project Total Estimates

Table 3 Allocation of Debt Service - 2026 G.O. Notes *City of Tomah, WI*

Year Ending	Levy Portion			Totals		
	Principal	Est. Rate ¹	Interest	Principal (5/1)	Interest	Total
2026			0	0	0	0
2027	85,000	3.15%	50,338	85,000	50,338	135,338
2028	95,000	3.10%	29,370	95,000	29,370	124,370
2029	100,000	3.10%	26,348	100,000	26,348	126,348
2030	80,000	3.05%	23,578	80,000	23,578	103,578
2031	105,000	3.05%	20,756	105,000	20,756	125,756
2032	105,000	3.10%	17,528	105,000	17,528	122,528
2033	120,000	3.20%	13,980	120,000	13,980	133,980
2034	120,000	3.25%	10,110	120,000	10,110	130,110
2035	120,000	3.35%	6,150	120,000	6,150	126,150
2036	120,000	3.45%	2,070	120,000	2,070	122,070
Total	1,050,000		200,227	1,050,000	200,227	1,250,227

Notes:

1) Estimated Rate assumes GO BQ "A1" market rates + 50 bps. Estimated TIC is 3.4282%



Table 4
Financing Plan Tax Impact
City of Tomah, WI

Year Ending	Existing Debt				Proposed Debt				2026 G.O. Notes 1,050,000 Dated: 4/16/2026	2026 Revenue Bonds 3,405,000 Dated: 4/16/2026	2026 Revenue Bonds 3,815,000 Dated: 4/16/2026	Abateements			Debt Service Levy		Taxes		Year Ending
	Total Debt Payments	Total Abateements	Net Debt Service Levy	Change From Prior Year Levy	Equalized Value (TID OUT)	Tax Rate Per \$1,000	Annual Taxes \$100,000 Home	2026 P&I				2026 P&I	2026 P&I	Less: Water	Less: Sewer	Less:	Total Tax Rate for Debt Service	Annual Taxes \$100,000 Home	
2026	3,543,299	(1,411,064)	2,132,235	1,042,218,200	1,042,218,200	\$2.05	\$204.59	0	0	0	0	0	0	2,132,235	\$2.05	\$205	\$0.00	2026	
2027	3,434,008	(1,417,085)	2,016,923	1,084,972,720	1,084,972,720	\$1.86	\$185.90	135,338	282,047	282,047	(282,047)	(282,047)	0	2,152,260	\$1.98	\$198	\$12	2027	
2028	3,224,834	(1,337,721)	1,887,113	1,129,481,142	1,129,481,142	\$1.67	\$167.08	124,370	253,186	283,773	(253,186)	(283,773)	0	2,011,483	\$1.78	\$178	\$11	2028	
2029	3,034,846	(1,274,079)	1,760,768	1,175,815,417	1,175,815,417	\$1.50	\$149.75	126,348	254,043	284,141	(254,043)	(284,141)	0	1,887,115	\$1.60	\$160	\$11	2029	
2030	2,885,053	(1,265,294)	1,619,759	1,224,050,444	1,224,050,444	\$1.32	\$132.33	103,578	254,770	284,385	(254,770)	(284,385)	0	1,723,336	\$1.41	\$141	\$8	2030	
2031	2,637,338	(1,141,764)	1,495,574	1,274,264,199	1,274,264,199	\$1.17	\$117.37	125,756	255,370	284,505	(255,370)	(284,505)	0	1,621,330	\$1.27	\$127	\$10	2031	
2032	2,495,223	(1,118,784)	1,376,439	1,326,537,854	1,326,537,854	\$1.04	\$103.76	122,528	255,774	284,425	(255,774)	(284,425)	0	1,498,966	\$1.13	\$113	\$9	2032	
2033	2,389,829	(1,106,875)	1,282,954	1,380,955,910	1,380,955,910	\$0.93	\$92.90	133,980	250,989	284,061	(250,989)	(284,061)	0	1,416,934	\$1.03	\$103	\$10	2033	
2034	2,334,699	(1,083,205)	1,251,494	1,437,606,338	1,437,606,338	\$0.87	\$87.05	130,110	255,925	283,408	(255,925)	(283,408)	0	1,381,604	\$0.96	\$96	\$9	2034	
2035	2,068,706	(872,148)	1,196,559	1,496,580,715	1,496,580,715	\$0.80	\$79.95	126,150	252,490	282,455	(252,490)	(282,455)	0	1,322,709	\$0.88	\$88	\$8	2035	
2036	2,014,743	(862,606)	1,152,136	1,557,974,375	1,557,974,375	\$0.74	\$73.95	122,070	254,720	286,063	(254,720)	(286,063)	0	1,274,206	\$0.82	\$82	\$8	2036	
2037	1,679,381	(620,900)	1,058,481	1,621,886,564	1,621,886,564	\$0.65	\$65.26	0	253,563	284,170	(253,563)	(284,170)	0	1,058,481	\$0.65	\$65	\$0	2037	
2038	1,614,781	(610,900)	1,003,881	1,688,420,598	1,688,420,598	\$0.59	\$59.46	0	252,006	286,758	(252,006)	(286,758)	0	1,003,881	\$0.59	\$59	\$0	2038	
2039	1,467,281	(595,600)	871,681	1,757,684,033	1,757,684,033	\$0.50	\$49.59	0	254,984	283,859	(254,984)	(283,859)	0	871,681	\$0.50	\$50	\$0	2039	
2040	1,397,081	(585,000)	812,081	1,829,788,835	1,829,788,835	\$0.44	\$44.38	0	252,435	285,403	(252,435)	(285,403)	0	812,081	\$0.44	\$44	\$0	2040	
2041	1,303,181	(574,000)	729,181	1,904,851,565	1,904,851,565	\$0.38	\$38.28	0	254,390	286,326	(254,390)	(286,326)	0	729,181	\$0.38	\$38	\$0	2041	
2042	1,260,081	(557,700)	702,381	1,982,993,565	1,982,993,565	\$0.35	\$35.42	0	255,778	286,664	(255,778)	(286,664)	0	702,381	\$0.35	\$35	\$0	2042	
2043	442,509	(232,500)	210,009	2,064,341,154	2,064,341,154	\$0.10	\$10.17	0	251,639	286,341	(251,639)	(286,341)	0	210,009	\$0.10	\$10	\$0	2043	
2044	283,463	(76,500)	206,963	2,149,025,834	2,149,025,834	\$0.10	\$9.63	0	251,956	285,339	(251,956)	(285,339)	0	206,963	\$0.10	\$10	\$0	2044	
2045	71,444	0	71,444	2,237,184,502	2,237,184,502	\$0.03	\$3.19	0	251,663	283,703	(251,663)	(283,703)	0	71,444	\$0.03	\$3	\$0	2045	
2046	0	0	0	2,328,959,669	2,328,959,669	\$0.00	\$0.00	0	255,688	286,370	(255,688)	(286,370)	0	0	\$0.00	\$0	\$0	2046	
2047	0	0	0	2,424,499,693	2,424,499,693	\$0.00	\$0.00	0	0	0	0	0	0	0	\$0.00	\$0	\$0	2047	
Total	39,581,778	(16,743,724)	22,838,055					1,250,227	5,076,837	5,694,193	(5,076,837)	(5,694,193)	0	0	0	0	0	97	

Notes:

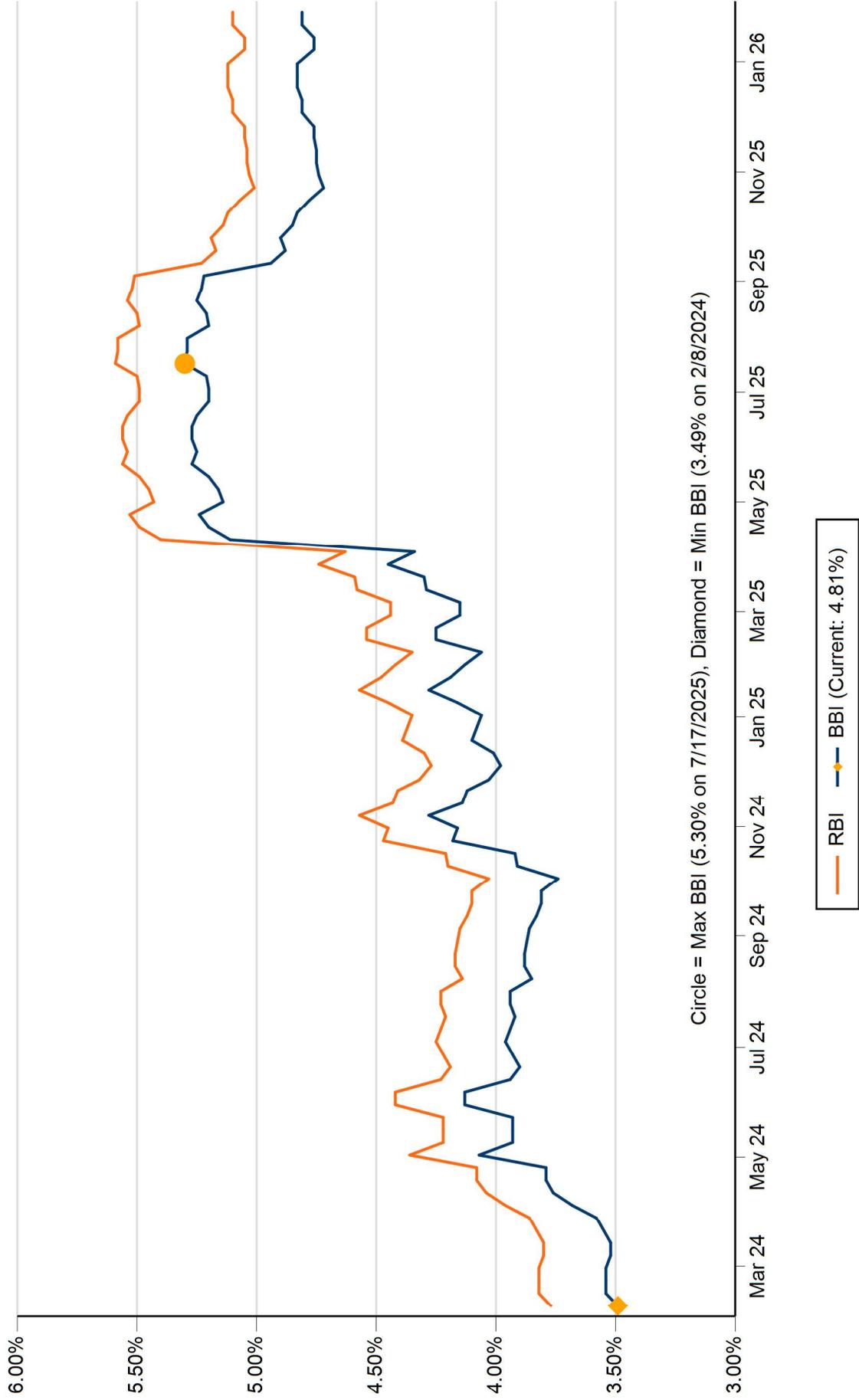
Table 5
General Obligation Debt Capacity Analysis - Impact of Financing Plan
City of Tomah, WI

Year Ending	Existing Debt				Proposed Debt				Year Ending
	Projected Equalized Value (TID IN) ¹	Debt Limit	Existing Principal Outstanding	% of Limit	2026 G.O. Notes	Combined Principal Existing & Proposed	% of Limit	Residual Capacity	
2025	1,106,365,600	55,318,280	30,560,000	55%		\$30,560,000	55%	\$24,758,280	2025
2026	1,156,942,015	57,847,101	28,130,000	49%	1,050,000	\$29,180,000	50%	\$28,667,101	2026
2027	1,209,830,481	60,491,524	25,730,000	43%	965,000	\$26,695,000	44%	\$33,796,524	2027
2028	1,265,136,691	63,256,835	23,455,000	37%	870,000	\$24,325,000	38%	\$38,931,835	2028
2029	1,322,971,170	66,148,559	21,290,000	32%	770,000	\$22,060,000	33%	\$44,088,559	2029
2030	1,383,449,496	69,172,475	19,195,000	28%	690,000	\$19,885,000	29%	\$49,287,475	2030
2031	1,446,692,529	72,334,626	17,265,000	24%	585,000	\$17,850,000	25%	\$54,484,626	2031
2032	1,512,826,654	75,641,333	15,395,000	20%	480,000	\$15,875,000	21%	\$59,766,333	2032
2033	1,581,984,037	79,099,202	13,555,000	17%	360,000	\$13,915,000	18%	\$65,184,202	2033
2034	1,654,302,880	82,715,144	11,705,000	14%	240,000	\$11,945,000	14%	\$70,770,144	2034
2035	1,729,927,709	86,496,385	10,060,000	12%	120,000	\$10,180,000	12%	\$76,316,385	2035
2036	1,809,009,653	90,450,483	8,410,000	9%	0	\$8,410,000	9%	\$82,040,483	2036
2037	1,891,706,749	94,585,337	7,040,000	7%	0	\$7,040,000	7%	\$87,545,337	2037
2038	1,978,184,262	98,909,213	5,680,000	6%	0	\$5,680,000	6%	\$93,229,213	2038
2039	2,068,615,010	103,430,750	4,415,000	4%	0	\$4,415,000	4%	\$99,015,750	2039
2040	2,163,179,710	108,158,985	3,170,000	3%	0	\$3,170,000	3%	\$104,988,985	2040
2041	2,262,067,342	113,103,367	1,970,000	2%	0	\$1,970,000	2%	\$111,133,367	2041
2042	2,365,475,525	118,273,776	765,000	1%	0	\$765,000	1%	\$117,508,776	2042
2043	2,473,610,912	123,680,546	345,000	0%	0	\$345,000	0%	\$123,335,546	2043
2044	2,586,689,601	129,334,480	70,000	0%	0	\$70,000	0%	\$129,264,480	2044
2045	2,704,937,571	135,246,879	0	0%	0	\$0	0%	\$135,246,879	2045
2046	2,828,591,131	141,429,557	0	0%	0	\$0	0%	\$141,429,557	2046
2047	2,957,897,392	147,894,870	0	0%	0	\$0	0%	\$147,894,870	2047
2048	3,093,114,762	154,655,738	0	0%	0	\$0	0%	\$154,655,738	2048
2049	3,234,513,460	161,725,673	0	0%	0	\$0	0%	\$161,725,673	2049

Notes:
 1) Projected TID IN EV based on discounted 5-year average at 4.57% annual inflation.

2 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates February, 2024 - February, 2026



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

The Revenue Bond Index (RBI) shows the average yield on a group of revenue bonds that mature in 30 years and have an average rating equivalent to Moody's A1 and S&P's A+.

Source: The Bond Buyer



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March 6, 2026

VIA EMAIL

Justin Derhammer
City Treasurer
City of Tomah
City Hall
819 Superior Avenue
Tomah, WI 54660

Scope of Engagement Re: Proposed Issuance of \$1,050,000 City of Tomah (the "City")
General Obligation Promissory Notes, Series 2026A (the "Securities")

Dear Justin:

We are pleased to be working with you again as the City's bond counsel and disclosure counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel and disclosure counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

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Justin Derhammer
March 6, 2026
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Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;
- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering the bond counsel opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

A form of our bond counsel opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities.

Role of Disclosure Counsel

Our disclosure counsel engagement is similarly a limited, special counsel engagement. As disclosure counsel, we will review the disclosure document prepared in connection with the sale of the Securities, namely the Official Statement, Private Placement Memorandum, or similar documents (the "City's Offering Document"). It is the City's responsibility to verify the information contained in the materials provided to us or confirmed for us by the City. We will not undertake an independent investigation to verify the accuracy or completeness of this information, beyond reviewing the materials provided to us or confirmed for us by the City. Nor will we render any opinion or make any representation as to the suitability of the Securities for investment by any investor.

In our capacity as the City's disclosure counsel, we will review the City's Offering Document and undertake due diligence with respect to the material representations therein so that we may provide the negative assurance letter described in the following paragraph. Our due diligence will consist of reviewing materials provided to us or confirmed for us by the City; reviewing the City's responses to questions posed in a due diligence questionnaire; assisting the City in its review of its continuing disclosure compliance in the last five years, if applicable (although the City is ultimately responsible for this review and such compliance); and discussing the City's Offering Document with the City and Ehlers & Associates, Inc., Waukesha, Wisconsin ("Ehlers"). We may also maintain the materials provided to us or confirmed for us by the City in our files, and we expect to share certain of those materials with Ehlers, for its files.

Justin Derhammer
March 6, 2026
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Subject to satisfactory completion of our due diligence, we will provide the City with a negative assurance letter that:

based on our review of the City's Offering Document, our examination of certain materials provided by the City and its representatives, and our participation in conferences and conversations with the City and its representatives, no information has come to the attention of the attorneys in our firm rendering legal services in connection with the matter that has caused them to believe that the Preliminary Official Statement contained as of its date or the Final Official Statement contained as of its date or contains as of the date hereof any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, we do not express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions and expressions of opinion, information about bond insurers, or any information regarding the Depository Trust Company and the book-entry system for the Securities contained or incorporated by reference in the City's Offering Document and its appendices, which we expressly exclude from the scope of this paragraph.

If requested, we may also provide Ehlers with a separate letter allowing it to rely on the above-described negative assurance letter.

Please note that our negative assurance letter is not a guarantee; although we expect our above-described due diligence review to assist the City in identifying, confirming and presenting potentially material information, neither our participation in the financing nor our provision of the above-described negative assurance letter will relieve the City of its obligations under the federal securities laws. As noted above, ultimate responsibility for disclosing to potential purchasers of the Securities all City information material to their investment decision rests with the City.

Limitations on Scope of Engagement; No Financial Advice; Conclusion of Representation

All matters and responsibilities other than those expressly set forth above are outside the scope of our engagement as the City's bond counsel and disclosure counsel. These include, without limitation, any obligation to any underwriter, placement agent or financial advisor involved with the issuance of the Securities, other than providing a reliance letter as described above, if applicable. In particular we wish to note that this engagement does not entail any responsibility for us to review matters or provide advice to any party with respect to such matters as the rules promulgated by the Municipal Securities Rulemaking Board ("MSRB"), "blue sky" securities law matters, or other general securities law matters pertaining to any party's status as a broker-dealer or municipal advisor.

Justin Derhammer
March 6, 2026
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Further, we are neither qualified nor engaged to provide financial advice, and hence we will make no representation whatsoever about the suitability of the Securities for purchase by investors, the desirability of the proposed plan of finance, the feasibility of the project(s) financed or refinanced by the Securities, or any such related matters.

Our responsibilities as bond counsel and disclosure counsel will be concluded with respect to this financing upon the delivery of our bond counsel opinion and negative assurance letter, respectively. Please note that, unless separately engaged, we will not provide any advice to the City on post-closing matters including, without limitation, (i) actions necessary to ensure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, (ii) regulatory surveys or audits of the Securities, or (iii) actions necessary to comply with the continuing disclosure requirements applicable to the Securities.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel and disclosure counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel and disclosure counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel and disclosure counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel and disclosure counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

Justin Derhammer
March 6, 2026
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Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$20,000 for our services as bond counsel, and \$13,000 for our services as disclosure counsel. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel or the negative assurance letter as disclosure counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

Justin Derhammer
March 6, 2026
Page 6

City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The officers and agents of the City will review the City's Offering Document, participate in a due diligence conference to review the City's Offering Document and provide a certificate as to the accuracy and completeness of the City's Offering Document stating that it does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

Justin Derhammer
March 6, 2026
Page 7

If you have any questions, please do not hesitate to contact me at any time. We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

Bridgette Keating
Bridgette Keating

BK/FCD/SMW/bea
#910033.00031
#910033.00032

- cc: Nicolas Morales (via email)
- Nicole Jacobs (via email)
- Brandy Leis (via email)
- Kayla Thorpe (via email)
- Joe Murray (via email)
- Dan Pagac (via email)
- Sue Porter (via email)
- Beth Mueller (via email)
- Frank C. DeGuire (via email)
- Alex Gore (via email)
- Elisabeth Platt (via email)
- Jess Kaye (via email)
- Sue Weber (via email)
- bondsale@ehlers-inc.com

Accepted and Approved:

CITY OF TOMAH

By: _____

Its: _____
Title

Date: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING
PARAMETERS FOR THE SALE OF NOT TO EXCEED \$1,050,000
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2026A

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Tomah, Monroe County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of 2026 capital projects, including street improvements, park improvements and municipal equipment (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 general obligation promissory notes (the "Notes") at public sale and to obtain bids for the purchase of the Notes;

WHEREAS, the City Clerk (in consultation with Ehlers) is hereby authorized and directed to cause the sale of the Notes to be publicized at such times and in such manner as the City Clerk may determine and to cause pertinent data to be forwarded to interested bidders as the City Clerk may determine; 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 either the City Administrator or the City Treasurer (each, an "Authorized Officer") the authority to accept on behalf of the City a bid for the Notes (the "Proposal") that 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 the cost of the Project, the City is authorized to borrow pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed ONE MILLION FIFTY THOUSAND DOLLARS (\$1,050,000) 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, the Notes aggregating the principal amount of not to exceed ONE MILLION FIFTY

THOUSAND DOLLARS (\$1,050,000). The purchase price to be paid to the City for the Notes shall not be less than 99.0% nor more than 110.0% of the principal amount of the Notes.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2026A"; shall be issued in the aggregate principal amount of up to \$1,050,000; 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 the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$55,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Notes shall not exceed \$1,050,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$1,050,000.

<u>Date</u>	<u>Principal Amount</u>
05-01-2027	\$ 85,000
05-01-2028	95,000
05-01-2029	100,000
05-01-2030	80,000
05-01-2031	105,000
05-01-2032	105,000
05-01-2033	120,000
05-01-2034	120,000
05-01-2035	120,000
05-01-2036	120,000

Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2027. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 4.25%. 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 maturing on May 1, 2034 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on May 1, 2033 or on any date thereafter. Said Notes shall be 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. 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.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B 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 2026 through 2035 for the payments due in the years 2027 through 2036 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 2026A" (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.

Section 10. Designation as Qualified Tax-Exempt Obligations. 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, 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, mandatory 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, an 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 an 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.

Section 20. Record Book. 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 March 16, 2026.

Paul Dwyer
Mayor

ATTEST:

Nicole Jacobs
City Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

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

1. Resolution. On March 16, 2026, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$1,050,000 General Obligation Promissory Notes, Series 2026A of the City (the "Notes") 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. Proposal; Terms of the Notes. [On the date hereof, the Notes were offered for public sale and the bids set forth on the Bid Tabulation attached hereto as Schedule I 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 Schedule II 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 \$1,050,000 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 is not more than \$55,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
05-01-2027	\$ 85,000	\$ _____
05-01-2028	95,000	_____
05-01-2029	100,000	_____
05-01-2030	80,000	_____
05-01-2031	105,000	_____
05-01-2032	105,000	_____
05-01-2033	120,000	_____
05-01-2034	120,000	_____
05-01-2035	120,000	_____
05-01-2036	120,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 4.25%, as required by the Resolution.

3. Purchase Price of the Notes. 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 99.0% nor more than 110.0% of the principal amount of the Notes, as required by the Resolution.

4. [Mandatory Redemption of the Notes. 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. Direct Annual Irrepealable Tax Levy. 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. Preliminary Official Statement. 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. Approval. 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 _____, 2026 pursuant to the authority delegated to me in the Resolution.

Nicholas Morales
City Administrator]

OR

Justin Derhammer
City Treasurer]

SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

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

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Pricing Summary

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

(See Attached)

COPY

SCHEDULE IV TO APPROVING CERTIFICATE
Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

The Notes due on May 1, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on May 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Note)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	MONROE COUNTY	
NO. R-____	CITY OF TOMAH	\$_____
	GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2026A	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
May 1, _____	_____, 2026	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

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, 2027 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 (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 \$_____, 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 2026 capital projects, including street improvements, park improvements and municipal equipment, as authorized by a resolution adopted on March 16, 2026, as supplemented by an Approving Certificate, dated

_____, 2026 (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on May 1, 2034 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2033 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
Mayor

(SEAL)

By: _____
Nicole Jacobs
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

By _____
Authorized Signatory

COPY

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with 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)

March 16, 2026

PRE-SALE REPORT FOR

City of Tomah, Wisconsin

**\$3,405,000 Water System Revenue Bonds,
Series 2026B**



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Kayla Thorpe, Municipal Advisor
Joe Murray, Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$3,405,000 Water System Revenue Bonds, Series 2026B

Purposes:

The proposed issue includes financing for the following purposes:

To fund 2026 Capital Improvements in the Water Utility.

- Water System Revenue Bonds, Series 2026B. Debt service will be paid from water revenues.

Authority:

The Bonds are being issued pursuant to Wisconsin Statute:

- 66.0621

The Bonds are not general obligations of the City but are payable only from and secured by a pledge of income and revenue to be derived from the operation of the Water System.

Term/Call Feature:

The Bonds are being issued for a term of 20 years. Principal on the Bonds will be due on May 1 in the years 2027 through 2046. Interest will be due every six months beginning May 1, 2027.

The Bonds will be subject to prepayment at the discretion of the City on May 1, 2034 or any date thereafter.

Bank Qualification:

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

Rating:

We recommend selling this issue non-rated as the cost of the rating would not be expected to be offset by the potential lower interest rates resulting from obtaining a rating. For a larger bond issue, or a longer-term bond issue, a rating might broaden the market for the Bonds and result in an overall reduction in interest costs.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Bonds and long-term financial capacity, as well as the tax status considerations related to the Bonds and the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of Bonds as a suitable option. Ehlers has reviewed other reasonably feasible alternatives to the recommended issuance of municipal securities.

Method of Sale/Placement:

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Bonds from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.”

For this issue of Bonds, any premium amount received may: be retained; used to reduce the issue size; or combination thereof. These adjustments may slightly change the true interest cost of the original bid, either up or down. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City’s objectives for this financing.

Parameters:

The City Council will consider adoption of a Parameters Resolution on February 17, 2026, which delegates authority to the City Administrator or Treasurer to accept and approve a bid for the Bonds so long as the bid meets certain parameters. These parameters are:

- * Issue size not to exceed \$3,405,000
- * Minimum Bid of 98.75%

* Maximum True Interest Cost (TIC) of 4.5%

* Maturity Schedule Adjustments: 2027 maturity may increase by \$100,000 or decrease no more than \$45,000. 2028 to 2046 maturities may be increased or decreased by up to \$100,000.

Other Considerations:

The Bonds will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Bonds. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations (“Arbitrage Rules”) throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City’s specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the “Tax Compliance Document”) prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4)

reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City’s specific responsibilities for the Bonds. The City is currently receiving arbitrage services from Ehlers in relation to the Bonds.

Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs.

Risk Factors:

Utility Revenue: The City expects to pay the Bond debt service with:

- Water Revenues

In the event utility revenues are insufficient to pay debt service, the City Council is committing to consider appropriating funds from any other available sources in an amount sufficient to cover the shortfall. If it chooses to do so, the City may levy a tax to make up a shortfall. Any amount levied for this purpose is exempted from levy limits. While the City is not required to appropriate the funds necessary to remedy any shortfall in revenues needed to pay debt service, failure to do so would result in either a lack of access to capital markets in the future, or access at a substantially higher cost.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel and Disclosure Counsel: Quarles & Brady LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: This issue will not be rated.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	March 16, 2026
Distribute Official Statement:	April 1, 2026
Designated Officials Award Sale of the Bonds:	April 9, 2026
Estimated Closing Date:	April 30, 2026

Attachments

- Estimated Sources and Uses of Funds
- Estimated Proposed Debt Service Schedule
- Estimated Debt Coverage Analysis

EHLERS' CONTACTS

Kayla Thorpe, Municipal Advisor	(262) 796-6197
Joe Murray, Municipal Advisor	(262) 796-6196
Sue Porter, Lead Public Finance Analyst	(262) 796-6167
Beth Mueller, Senior Financial Analyst	(651) 697-8553

Table 1
Existing G.O. Debt Base Case

City of Tomah, WI

Year Ending	Existing Debt											Equalized Value (TID OUT)	Tax Rate Per \$1,000	Annual Taxes \$100,000 Home	Year Ending
	Total G.O. Debt Payments	Less: Water	Less: Sewer	Less: TID 8	Less: TID 9	Less: TID 10	Less: Facility Fees	Less: Park & Rec Fees	Less: Sales Tax	Less: Net Tax Levy	Net Tax Levy				
2026	3,543,299	(53,705)	(76,673)	(405,886)	(40,675)	(47,025)	(553,025)	(75,525)	(158,550)	2,132,235	1,042,218,200	\$2.05	\$204.59	2026	
2027	3,434,008	(57,209)	(74,963)	(428,470)	(40,194)	(45,675)	(536,775)	(78,650)	(155,150)	2,016,923	1,084,972,720	\$1.86	\$185.90	2027	
2028	3,224,834	(50,713)	(78,181)	(415,343)	(39,660)	0	(520,525)	(76,650)	(156,650)	1,887,113	1,129,481,142	\$1.67	\$167.08	2028	
2029	3,034,846	0	(76,329)	(421,826)	(39,074)		(504,275)	(74,650)	(157,925)	1,760,768	1,175,815,417	\$1.50	\$149.75	2029	
2030	2,885,053		(79,405)	(427,820)	(38,444)		(488,025)	(77,525)	(154,075)	1,619,759	1,224,050,444	\$1.32	\$132.33	2030	
2031	2,637,338		(77,410)	(319,534)	(37,770)		(471,775)	(75,275)	(160,000)	1,495,574	1,274,264,199	\$1.17	\$117.37	2031	
2032	2,495,223		(80,344)	(317,120)	(37,070)		(455,525)	(73,025)	(155,700)	1,376,439	1,326,537,854	\$1.04	\$103.76	2032	
2033	2,389,829		(78,206)	(319,454)	(41,290)		(436,000)	(75,650)	(156,275)	1,282,954	1,380,955,910	\$0.93	\$92.90	2033	
2034	2,334,699		(76,069)	(311,606)	(40,430)		(424,800)	(73,400)	(156,900)	1,251,494	1,437,606,338	\$0.87	\$87.05	2034	
2035	2,068,706		0	(229,548)	0		(413,600)	(71,400)	(157,600)	1,196,559	1,496,580,715	\$0.80	\$79.95	2035	
2036	2,014,743			(228,206)			(402,000)	(74,300)	(158,100)	1,152,136	1,557,974,375	\$0.74	\$73.95	2036	
2037	1,679,381			0			(390,400)	(72,100)	(158,400)	1,058,481	1,621,886,564	\$0.65	\$65.26	2037	
2038	1,614,781						(377,600)	(74,800)	(158,500)	1,003,881	1,688,420,598	\$0.59	\$59.46	2038	
2039	1,467,281						(364,800)	(72,400)	(158,400)	871,681	1,757,684,033	\$0.50	\$49.59	2039	
2040	1,397,081						(352,000)	(74,900)	(158,100)	812,081	1,829,788,835	\$0.44	\$44.38	2040	
2041	1,303,181						(339,200)	(77,200)	(157,600)	729,181	1,904,851,565	\$0.38	\$38.28	2041	
2042	1,260,081						(326,400)	(74,400)	(156,900)	702,381	1,982,993,565	\$0.35	\$35.42	2042	
2043	442,509						0	(76,500)	(156,000)	210,009	2,064,341,154	\$0.10	\$10.17	2043	
2044	283,463							0	(76,500)	206,963	2,149,025,834	\$0.10	\$9.63	2044	
2045	71,444								0	71,444	2,237,184,502	\$0.03	\$3.19	2045	
2046	0									0	2,328,959,669	\$0.00	\$0.00	2046	
Total	39,581,778	(161,626)	(697,579)	(3,824,813)	(354,606)	(92,700)	(7,356,725)	(1,348,350)	(2,907,325)	22,838,055				Total	

Notes:

Legend:

Represents +/- 25% Change over previous year

Table 2 Capital Improvements Financing Plan

City of Tomah, WI

	2026		2026		2026	
	G.O. Notes		Revenue Bonds		Revenue Bonds	
CIP Projects¹	975,000		3,053,000		3,400,000	
Debt Service Reserve						
DSR Funds On Hand	0		(112,500)		(73,500)	
New DSR Requirement	0		353,722		375,535	
Reserve Fund Requirement	0		241,222		302,035	
Estimated Issuance Expenses	79,350		130,663		137,788	
TOTAL TO BE FINANCED	1,054,350		3,424,885		3,839,822	
Estimated Interest Earnings	3.00%	(7,313)	3.00%	(22,898)	3.00%	(25,500)
Assumed spend down (months)	3.00		3.00		3.00	
Rounding	2,963		3,013		678	
NET BOND SIZE	1,050,000		3,405,000		3,815,000	

Notes:

1) Project Total Estimates

Table 3 Allocation of Debt Service - 2026 Revenue Bonds

City of Tomah, WI

Year Ending	Water Portion				Year Ending	Totals		
	Principal	Est. Rate	Interest	Total		Principal (5/1)	Interest	Total
2026				0	2026	0	0	0
2027	50,000	3.30%	202,471	252,471	2027	50,000	202,471	252,471
2028	125,000	3.25%	128,186	253,186	2028	125,000	128,186	253,186
2029	130,000	3.25%	124,043	254,043	2029	130,000	124,043	254,043
2030	135,000	3.20%	119,770	254,770	2030	135,000	119,770	254,770
2031	140,000	3.20%	115,370	255,370	2031	140,000	115,370	255,370
2032	145,000	3.25%	110,774	255,774	2032	145,000	110,774	255,774
2033	145,000	3.35%	105,989	250,989	2033	145,000	105,989	250,989
2034	155,000	3.40%	100,925	255,925	2034	155,000	100,925	255,925
2035	160,000	3.50%	95,490	255,490	2035	160,000	95,490	255,490
2036	165,000	3.60%	89,720	254,720	2036	165,000	89,720	254,720
2037	170,000	3.75%	83,563	253,563	2037	170,000	83,563	253,563
2038	175,000	3.85%	77,006	252,006	2038	175,000	77,006	252,006
2039	185,000	3.95%	69,984	254,984	2039	185,000	69,984	254,984
2040	190,000	4.10%	62,435	252,435	2040	190,000	62,435	252,435
2041	200,000	4.15%	54,390	254,390	2041	200,000	54,390	254,390
2042	210,000	4.25%	45,778	255,778	2042	210,000	45,778	255,778
2043	215,000	4.35%	36,639	251,639	2043	215,000	36,639	251,639
2044	225,000	4.45%	26,956	251,956	2044	225,000	26,956	251,956
2045	235,000	4.50%	16,663	251,663	2045	235,000	16,663	251,663
2046	250,000	4.55%	5,688	255,688	2046	250,000	5,688	255,688
Total	3,405,000		1,671,837	5,076,837	Total	3,405,000	1,671,837	5,076,837

Notes:

1) Estimated Rate assumes

Table 4
Revenue Debt Coverage - Impact of Financing Plan

City of Tomah, WI

Year	Water Debt Service					Sewer Debt Service					Year
	Existing Debt	Proposed Debt	Total	Debt Coverage	D.S. Capacity	Existing Debt	Proposed Debt	Total	Debt Coverage	D.S. Capacity	
	\$1,503,710 @ 1.25x 2024 Net Revenues					\$1,796,175 @ 1.25x 2024 Net Revenues					
2026	345,696	0	345,696	4.35	857272.18	102,700	0	102,700	17.49	1334240	2026
2027	252,616	252,471	505,087	2.98	697,880.78	105,750	282,047	387,797	4.63	1,049,142.81	2027
2028	254,362	469,486	723,849	2.08	479,119.46	103,750	497,373	601,123	2.99	835,817.50	2028
2029	251,264	470,205	721,469	2.08	481,498.74	101,875	493,616	595,491	3.02	841,448.75	2029
2030	134,316	471,545	605,861	2.48	597,106.79	50,500	494,698	545,198	3.29	891,742.50	2030
2031	83,812	467,645	551,457	2.73	651,511.12	0	495,430	495,430	3.63	941,510.00	2031
2032	83,807	468,436	552,244	2.72	650,724.27		495,738	495,738	3.62	941,202.50	2032
2033	83,803	463,814	547,617	2.75	655,351.22		495,536	495,536	3.62	941,403.75	2033
2034	83,799	468,688	552,486	2.72	650,481.95		494,820	494,820	3.63	942,120.00	2034
2035	83,794	467,965	551,759	2.73	651,208.99		493,580	493,580	3.64	943,360.00	2035
2036	83,789	471,570	555,359	2.71	647,608.59		496,675	496,675	3.62	940,265.00	2036
2037	44,157	469,450	513,607	2.93	689,361.06		494,045	494,045	3.64	942,895.00	2037
2038	44,154	466,706	510,860	2.94	692,107.54		500,558	500,558	3.59	936,382.50	2038
2039	0	468,271	468,271	3.21	734,696.75		496,246	496,246	3.62	940,693.75	2039
2040		468,973	468,973	3.21	733,995.50		496,153	496,153	3.62	940,787.50	2040
2041		468,840	468,840	3.21	734,128.00		500,101	500,101	3.59	936,838.75	2041
2042		472,803	472,803	3.18	730,165.50		498,126	498,126	3.61	938,813.75	2042
2043		465,901	465,901	3.23	737,066.75		500,154	500,154	3.59	936,786.25	2043
2044		468,119	468,119	3.21	734,849.25		496,164	496,164	3.62	940,776.25	2044
2045		464,388	464,388	3.24	738,580.50		496,203	496,203	3.62	940,737.50	2045
2046		469,638	469,638	3.20	733,330.50		500,095	500,095	3.59	936,845.00	2046
2047		214,725	214,725	7.00	988,243.00		209,613	209,613	8.57	1,227,327.50	2047
2048		0	0	N/A	1,202,968.00		0	0	N/A	1,436,940.00	2048
Total	1,829,371	9,369,637	11,199,008			464,575	9,926,968	10,391,543			Total

Notes:



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 Indianapolis
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 Milwaukee
 Minneapolis
 Naples
 Phoenix
 St. Louis
 San Diego
 Tampa
 Tucson
 Washington, D.C.

March 6, 2026

VIA EMAIL

Justin Derhammer
 City Treasurer
 City of Tomah
 City Hall
 819 Superior Avenue
 Tomah, WI 54660

Scope of Engagement Re: Proposed Issuance of \$3,405,000 City of Tomah (the "City")
 Water System Revenue Bonds, Series 2026B (the "Securities")

Dear Justin:

We are pleased to be working with you again as the City's bond counsel and disclosure counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel and disclosure counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

QB100850576.1

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March 6, 2026
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Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the City has authority to issue the Securities for the purpose in question and has followed proper procedures in doing so;
- 2) the Securities are valid and binding obligations of the City according to their terms; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering the bond counsel opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

A form of our bond counsel opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities.

Role of Disclosure Counsel

Our disclosure counsel engagement is similarly a limited, special counsel engagement. As disclosure counsel, we will review the disclosure document prepared in connection with the sale of the Securities, namely the Official Statement, Private Placement Memorandum, or similar documents (the "City's Offering Document"). It is the City's responsibility to verify the information contained in the materials provided to us or confirmed for us by the City. We will not undertake an independent investigation to verify the accuracy or completeness of this information, beyond reviewing the materials provided to us or confirmed for us by the City. Nor will we render any opinion or make any representation as to the suitability of the Securities for investment by any investor.

In our capacity as the City's disclosure counsel, we will review the City's Offering Document and undertake due diligence with respect to the material representations therein so that we may provide the negative assurance letter described in the following paragraph. Our due diligence will consist of reviewing materials provided to us or confirmed for us by the City; reviewing the City's responses to questions posed in a due diligence questionnaire; assisting the City in its review of its continuing disclosure compliance in the last five years, if applicable (although the City is ultimately responsible for this review and such compliance); and discussing the City's Offering Document with the City and Ehlers & Associates, Inc., Waukesha, Wisconsin

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Page 3

("Ehlers"). We may also maintain the materials provided to us or confirmed for us by the City in our files, and we expect to share certain of those materials with Ehlers, for its files.

Subject to satisfactory completion of our due diligence, we will provide the City with a negative assurance letter that:

based on our review of the City's Offering Document, our examination of certain materials provided by the City and its representatives, and our participation in conferences and conversations with the City and its representatives, no information has come to the attention of the attorneys in our firm rendering legal services in connection with the matter that has caused them to believe that the Preliminary Official Statement contained as of its date or the Final Official Statement contained as of its date or contains as of the date hereof any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, we do not express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions and expressions of opinion, information about bond insurers, or any information regarding the Depository Trust Company and the book-entry system for the Securities contained or incorporated by reference in the City's Offering Document and its appendices, which we expressly exclude from the scope of this paragraph.

If requested, we may also provide Ehlers with a separate letter allowing it to rely on the above-described negative assurance letter.

Please note that our negative assurance letter is not a guarantee; although we expect our above-described due diligence review to assist the City in identifying, confirming and presenting potentially material information, neither our participation in the financing nor our provision of the above-described negative assurance letter will relieve the City of its obligations under the federal securities laws. As noted above, ultimate responsibility for disclosing to potential purchasers of the Securities all City information material to their investment decision rests with the City.

Limitations on Scope of Engagement; No Financial Advice; Conclusion of Representation

All matters and responsibilities other than those expressly set forth above are outside the scope of our engagement as the City's bond counsel and disclosure counsel. These include, without limitation, any obligation to any underwriter, placement agent or financial advisor involved with the issuance of the Securities, other than providing a reliance letter as described above, if applicable. In particular we wish to note that this engagement does not entail any responsibility for us to review matters or provide advice to any party with respect to such matters as the rules promulgated by the Municipal Securities Rulemaking Board ("MSRB"), "blue sky" securities law matters, or other general securities law matters pertaining to any party's status as a broker-dealer or municipal advisor.

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March 6, 2026
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Further, we are neither qualified nor engaged to provide financial advice, and hence we will make no representation whatsoever about the suitability of the Securities for purchase by investors, the desirability of the proposed plan of finance, the feasibility of the project(s) financed or refinanced by the Securities, or any such related matters.

Our responsibilities as bond counsel and disclosure counsel will be concluded with respect to this financing upon the delivery of our bond counsel opinion and negative assurance letter, respectively. Please note that, unless separately engaged, we will not provide any advice to the City on post-closing matters including, without limitation, (i) actions necessary to ensure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, (ii) regulatory surveys or audits of the Securities, or (iii) actions necessary to comply with the continuing disclosure requirements applicable to the Securities.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel and disclosure counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel and disclosure counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel and disclosure counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or

Justin Derhammer
March 6, 2026
Page 5

our role as bond counsel and disclosure counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$27,000 for our services as bond counsel, and \$17,550 for our services as disclosure counsel. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel or the negative assurance letter as disclosure counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

Justin Derhammer

March 6, 2026

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City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The officers and agents of the City will review the City's Offering Document, participate in a due diligence conference to review the City's Offering Document and provide a certificate as to the accuracy and completeness of the City's Offering Document stating that it does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

Justin Derhammer
March 6, 2026
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If you have any questions, please do not hesitate to contact me at any time. We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

Bridgette Keating / bea
Bridgette Keating

BK/FCD/SMW/bea

#910033.00030

#910033.00033

- cc: Nicolas Morales (via email)
- Nicole Jacobs (via email)
- Brandy Leis (via email)
- Kayla Thorpe (via email)
- Joe Murray (via email)
- Dan Pagac (via email)
- Sue Porter (via email)
- Beth Mueller (via email)
- Frank C. DeGuire (via email)
- Alex Gore (via email)
- Elisabeth Platt (via email)
- Jess Kaye (via email)
- Sue Weber (via email)
- bondsale@ehlers-inc.com

Accepted and Approved:

CITY OF TOMAH

By: _____

Its: _____
Title

Date: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED \$3,405,000 WATER SYSTEM REVENUE BONDS, SERIES 2026B

WHEREAS, the City of Tomah, Monroe County, Wisconsin (the "City") owns and operates its Water System (the "System") which is operated for a public purpose as a public utility; and

WHEREAS, under the provisions of Section 66.0621, Wisconsin Statutes (the "Act"), any municipality in the State of Wisconsin may, by action of its governing body, provide funds for extending, adding to and improving a public utility from the proceeds of bonds, which bonds are to be payable only from the Revenues of such utility and are to be secured by a pledge of the Revenues of the utility; and

WHEREAS, pursuant to a resolution adopted on June 14, 2016 (the "2016 Resolution"), the City has heretofore issued its Water System Revenue Bonds, Series 2016, dated June 22, 2016 (the "2016 Bonds"), which 2016 Bonds are payable from the Revenues of the System; and

WHEREAS, pursuant to a resolution adopted on June 12, 2018 (the "2018 Resolution"), the City has heretofore issued its Water System Revenue Bonds, Series 2018, dated June 27, 2018 (the "2018 Bonds"), which 2018 Bonds are payable from the Revenues of the System on a parity with the 2016 Bonds; and

WHEREAS, pursuant to a resolution adopted on February 23, 2021 (the "2021B Resolution"), the City has heretofore issued its Taxable Water System Revenue Refunding Bonds, Series 2021B, dated April 15, 2021 (the "2021B Bonds"), which 2021B Bonds are payable from the Revenues of the System on a parity with the 2016 Bonds and the 2018 Bonds (hereinafter the 2016 Bonds, the 2018 Bonds and the 2021B Bonds shall be referred to collectively as the "Prior Bonds" and the 2016 Resolution, the 2018 Resolution and the 2021B Resolution shall be referred to collectively as the "Prior Resolutions"); and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon compliance with certain conditions, and those conditions have been met; and

WHEREAS, the City has determined that certain additions, improvements and extensions to the System, including project costs of the City's tax incremental districts (the "Project") are necessary to adequately supply the needs of the City and the residents thereof; and

WHEREAS, it is necessary, desirable and in the best interest of the City to authorize and sell water system revenue bonds (the "Bonds") for the purpose of financing the Project payable solely from the Revenues of the System, which Bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes, on a parity with the Prior Bonds; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the Revenues of the System are now outstanding; and

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 Bonds and to obtain bids for the purchase of the Bonds; and

WHEREAS, the City Clerk (in consultation with Ehlers) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause pertinent data to be forwarded to interested bidders as the City Clerk may determine; and

WHEREAS, in order to facilitate the sale of the Bonds 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 either the City Administrator or the City Treasurer (each an "Authorized Officer") the authority to accept on behalf of the City the bid for the Bonds (the "Proposal") so long as the Proposal 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, the Common Council of the City of Tomah, Monroe County, Wisconsin, do resolve that:

Section 1. Authorization and Sale of the Bonds; Parameters. For the purpose of paying the cost of the Project (including paying legal, financing, engineering and other professional fees in connection therewith, and funding the Reserve Fund, if necessary), the City is authorized to borrow pursuant to Section 66.0621, Wisconsin Statutes, the principal sum of not to exceed THREE MILLION FOUR HUNDRED FIVE THOUSAND DOLLARS (\$3,405,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 20 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"), on behalf of and in the name of the City, the Bonds aggregating the principal amount of not to exceed THREE MILLION FOUR HUNDRED FIVE THOUSAND DOLLARS (\$3,405,000). The purchase price to be paid to the City for the Bonds shall not be less than 98.75% nor more than 110.00% of the principal amount of the Bonds.

Section 2A. Terms of the Bonds. The Bonds shall be designated "Water System Revenue Bonds, Series 2026B"; shall be issued in the aggregate principal amount of up to \$3,405,000; 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 (a) that the principal amount of the 2027 maturity or mandatory redemption amount may be increased by no more than \$100,000 or decreased by no more than \$45,000, (b) that the principal amount of each of the 2028 through 2046 maturities or mandatory redemption amounts may be increased or decreased by up to \$100,000 per maturity or mandatory redemption amount and (c) that the aggregate principal amount of the Bonds shall not exceed \$3,405,000. The schedule below assumes the Bonds are issued in the aggregate principal amount of \$3,405,000.

<u>Date</u>	<u>Amount</u>
05/01/2027	\$ 50,000
05/01/2028	125,000
05/01/2029	130,000
05/01/2030	135,000
05/01/2031	140,000
05/01/2032	145,000
05/01/2033	145,000
05/01/2034	155,000
05/01/2035	160,000
05/01/2036	165,000
05/01/2037	170,000
05/01/2038	175,000
05/01/2039	185,000
05/01/2040	190,000
05/01/2041	200,000
05/01/2042	210,000
05/01/2043	215,000
05/01/2044	225,000
05/01/2045	235,000
05/01/2046	250,000

Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2027. The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) shall not exceed 4.50%. 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.

Provided that the parameters set forth in this Resolution are met, the schedule of maturities or mandatory redemptions established by the parameters of this Resolution is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices and an Authorized Officer will confirm this finding in the Approving Certificate.

Section 2B. Redemption Provisions. The Bonds maturing on May 1, 2035 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on May 1, 2034 or on any date thereafter. Said Bonds shall be 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. If the Proposal specifies that certain of the Bonds 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 Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 2C. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the City nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund provided for in Section 5A herein, and shall be a valid claim of the registered owner or owners thereof only against the Debt Service Fund and the Revenues of the System pledged to such Fund, on a parity with the pledge granted to the owners of the Prior Bonds. Sufficient Revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds and the Bonds as the same becomes due.

Section 3. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 4. Definitions. In addition to the words defined elsewhere in this Resolution, the following words shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Annual Debt Service Requirement" means the total amount of principal and interest due in any Fiscal Year on the Bonds, the Prior Bonds and Parity Bonds.

"Bond Year" means the twelve-month period ending on each May 1.

"Code" means the Internal Revenue Code of 1986, as amended.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository for the City with respect to the Bonds.

"Fiscal Year" means the fiscal year adopted by the City for the System, which is currently the calendar year.

"Net Revenues" means the Revenues minus all Operation and Maintenance Expenses of the System.

"Operation and Maintenance Expenses" or "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but excluding depreciation, debt service, tax equivalents and capital expenditures.

"Parity Bonds" means additional bonds or obligations issued on a parity as to pledge and lien with the Bonds in accordance with the provisions of Section 8 of this Resolution.

"Reserve Requirement" means an amount, determined as of the date of issuance of the Bonds, equal to the least of (a) the amount required to be on deposit in the Reserve Fund prior to the issuance of the Bonds plus the amount permitted to be deposited from proceeds of the Bonds pursuant to Section 148 (d)(1) of the Code; (b) the maximum annual debt service on the 2021B Bonds and the Bonds in any Bond Year; and (c) 125% of average annual debt service on the 2021B Bonds and the Bonds; provided, however, that on an ongoing basis it shall never exceed

the remaining maximum annual principal and interest due on the Bonds and the Prior Bonds in any Bond Year. The 2016 Bonds and 2018 Bonds are not secured by the Reserve Fund. If Parity Bonds which are to be secured by the Reserve Fund are issued, the Reserve Requirement shall mean an amount, determined as of the date of issuance of the Parity Bonds, equal to the least of (a) the amount required to be on deposit in the Reserve Fund prior to the issuance of such Parity Bonds, plus the amount permitted to be deposited therein from proceeds of the Parity Bonds pursuant to Section 148(d)(1) of the Code; (b) the maximum annual debt service on outstanding obligations secured by the Reserve Fund and the Parity Bonds to be issued in any Bond Year; and (c) 125% of average annual debt service on the outstanding obligations secured by the Reserve Fund and the Parity Bonds to be issued; provided, however, that on an ongoing basis it shall never exceed the remaining maximum annual principal and interest due on the outstanding obligations secured by the Reserve Account and Parity Bonds in any Bond Year.

"Revenues" or "Gross Earnings" means all income and revenue derived from operation of the System, including the revenues received from the City for services rendered to it, funds appropriated by the Common Council for services provided by the System to the City and all moneys received from any other source, including income derived from investments.

"System" means the entire Water System of the City including all property of every nature now or hereafter owned by the City for the extraction, collection, storage, treatment, transmission, distribution, metering and discharge of industrial and potable public water, including all improvements and extensions thereto made by the City while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such Water System and including all appurtenances, contracts, leases, franchises and other intangibles.

Section 5A. Income and Revenue Funds. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System have heretofore been created and established which shall be used solely for the following respective purposes:

(a) Revenue Fund, into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund, the Reserve Fund, the Depreciation Fund and the Surplus Fund in the amounts and in the manner set forth in Section 5B hereof and used for the purposes described below.

(b) Operation and Maintenance Fund, which shall be used for the payment of Current Expenses.

(c) Debt Service Fund, which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due.

(d) Reserve Fund, which shall be used for the payment of the principal of, premium, if any, and interest on the 2021B Bonds and the Bonds if funds in the Debt Service Fund are not sufficient. **The 2016 Bonds and the 2018 Bonds are not secured by the Reserve Fund.**

(e) Depreciation Fund, which may be expended for repairs, replacements, new construction, extensions or additions to the System. Any money on deposit in the Depreciation Fund not required during the current Fiscal Year for purposes of the Depreciation Fund, may be transferred to the Surplus Fund.

(f) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 5A hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the City for advances made by the City to the System or for any other lawful purpose.

Section 5B. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

(a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);

(b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source);

(c) to the Reserve Fund, amounts necessary to restore the amount on deposit in the Reserve Fund to the Reserve Requirement in the manner set forth in this Section 5B;

(d) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and

(e) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Reserve Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (e) of this Section, except transfers or deposits which are required to be made immediately or annually,

shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Common Council that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures.

The City covenants and agrees that upon the issuance of the Bonds an amount sufficient to make the amount on deposit in the Reserve Fund equal to the Reserve Requirement shall be deposited into the Reserve Fund and shall be maintained therein.

The City covenants and agrees that at any time that the Reserve Fund is drawn on and the amount in the Reserve Fund shall be less than the Reserve Requirement, an amount equal to one-twelfth of the Reserve Requirement will be paid monthly into the Reserve Fund from those funds in the Debt Service Fund, the Operation and Maintenance Fund, the Depreciation Fund and the Surplus Fund which are in excess of the minimum amounts required by the preceding paragraphs to be paid therein until the Reserve Requirement will again have accumulated in the Reserve Fund. No such payments need be made into the Reserve Fund at such times as the monies in the Reserve Fund are equal to the highest remaining annual debt service requirement on the Bonds and Parity Bonds secured by the Reserve Fund in any Bond Year. If at any time the amount on deposit in the Reserve Fund exceeds the Reserve Requirement, the excess shall be transferred to the Debt Service Fund and used to pay principal and interest on the Bonds and Parity Bonds. If for any reason there shall be insufficient funds on hand in the Debt Service Fund to meet principal or interest becoming due on the Bonds or Parity Bonds secured by the Reserve Fund, then all sums then held in the Reserve Fund shall be used to pay the portion of interest or principal on such Bonds or Parity Bonds becoming due as to which there would otherwise be default, and thereupon the payments required by this paragraph shall again be made into the Reserve Fund until an amount equal to the Reserve Requirement is on deposit in the Reserve Fund.

Section 6. Service to the City. The reasonable cost and value of any service rendered to the City by the System by furnishing water services for public purposes shall be charged against the City and shall be paid by it in monthly installments as the service accrues, out of the current revenues of the City collected or in the process of collection, exclusive of the revenues derived from the System, to wit: out of the tax levy of the City made by it to raise money to meet its necessary current expenses. It is hereby found and determined that the reasonable cost and value of such service to the City in each year shall be in an amount which, together with Revenues of the System, will produce Net Revenues equivalent to not less than 1.25 times the Annual Debt Service Requirement. Such compensation for such service rendered to the City shall, in the manner provided hereinabove, be paid into the separate and special funds described in Section 5A of this Resolution. However, such payment is subject to (a) annual appropriations by the Common Council therefor, (b) approval of the Wisconsin Public Service Commission, if necessary, and (c) applicable levy limits, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the City to make any such appropriation over

and above the reasonable cost and value of services rendered to the City or to make any subsequent payment over and above such reasonable cost and value.

Section 7. Operation of System; City Covenants. It is covenanted and agreed by the City with the owner or owners of the Bonds, and each of them, that:

(a) The City will faithfully and punctually perform all duties with reference to the System required by the Constitution and Statutes of the State of Wisconsin, including the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the System, and will collect and segregate the Revenues of the System and apply them to the respective funds and accounts described hereinabove;

(b) The City will not sell, lease, or in any manner dispose of the System, including any part thereof or any additions, extensions, or improvements that may be made part thereto, except that the City shall have the right to sell, lease or otherwise dispose of any property of the System found by the Common Council to be neither necessary nor useful in the operation of the System, provided the proceeds received from such sale, lease or disposal shall be paid into the Debt Service Fund or applied to the acquisition or construction of capital facilities for use in the normal operation of the System, and such payment shall not reduce the amounts otherwise required to be paid into the Debt Service Fund;

(c) The City will cause the Project to be completed as expeditiously as reasonably possible;

(d) The City will pay or cause to be paid all lawful taxes, assessments, governmental charges, and claims for labor, materials or supplies which if unpaid could become a lien upon the System or its Revenues or could impair the security of the Bonds;

(e) The City will maintain in reasonably good condition and operate the System, and will establish, charge and collect such lawfully established rates and charges for the service rendered by the System, so that in each Fiscal Year Net Revenues shall not be less than 125% of the Annual Debt Service Requirement, and so that the Revenues of the System herein agreed to be set aside to provide for the payment of the Bonds, the Prior Bonds and Parity Bonds and the interest thereon as the same becomes due and payable, and to meet the Reserve Requirement, will be sufficient for those purposes;

(f) The City will prepare a budget not less than sixty days prior to the end of each Fiscal Year and, in the event such budget indicates that the Net Revenues for each Fiscal Year will not exceed the Annual Debt Service Requirement for each corresponding Fiscal Year by the proportion stated hereunder, will take any and all steps permitted by law to increase rates so that the aforementioned proportion of Net Revenues to the Annual Debt Service Requirement shall be accomplished as promptly as possible;

(g) The City will keep proper books and accounts relative to the System separate from all other records of the City and will cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants including a balance sheet and a profit and loss statement of the System as certified by such accountants. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein

shall include the following: (1) a statement in detail of the income and expenditures of the System for the Fiscal Year; (2) a statement of the Net Revenues of the System for such Fiscal Year; (3) a balance sheet as of the end of such Fiscal Year; (4) the accountants' comment regarding the manner in which the City has carried out the requirements of this Resolution and the accountants' recommendations for any changes or improvements in the operation of the System; (5) the number of connections to the System at the end of the Fiscal Year, for each user classification (i.e., residential, commercial, public and industrial); (6) a list of the insurance policies in force at the end of the Fiscal Year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy; and (7) the volume of water used. The owners of any of the Bonds shall have at all reasonable times the right to inspect the System and the records, accounts and data of the City relating thereto; and

(h) So long as any of the Bonds are outstanding the City will carry for the benefit of the owners of the Bonds insurance of the kinds and in the amounts normally carried by private companies or other public bodies engaged in the operation of similar systems. All money received for loss of use and occupancy shall be considered Revenue of the System payable into the separate funds and accounts named in Section 5A of this Resolution. All money received for losses under any casualty policies shall be used in repairing the damage or in replacing the property destroyed provided that if the Common Council shall find it is inadvisable to repair such damage or replace such property and that the operation of the System has not been impaired thereby, such money shall be deposited in the Debt Service Fund, but in that event such payments shall not reduce the amounts otherwise required to be paid into the Debt Service Fund.

Section 8. Parity Bonds. The Bonds are issued on a parity with the Prior Bonds. No bonds or obligations payable out of the Revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if their lien and pledge is junior and subordinate to that of the Bonds. Additional obligations may be issued on a parity with the Prior Bonds and the Bonds as to the pledge of Revenues of the System ("Parity Bonds") only if all of the following conditions are met:

a. (1) The Net Revenues for the last completed Fiscal Year preceding the issuance of such additional obligations must have been at least equal to 1.25 times the average combined annual interest and principal requirements on all Bonds, Prior Bonds and any Parity Bonds then outstanding payable from the revenues of the System (other than the Bonds, Prior Bonds and any Parity Bonds being refunded), and the obligations so proposed to be issued; provided, however, that if prior to the authorization of such additional obligations the City shall have adopted and put into effect a revised schedule of rates, then the Net Revenues of the System for the last completed Fiscal Year which would, in the calculations of a registered municipal advisor, an independent consulting engineer or independent certified public accountant employed for that purpose, have resulted from such rates had they been in effect for such period may be used in lieu of the actual Net Revenues for the last completed Fiscal Year; or

(2) An independent certified public accountant, registered municipal advisor or consulting professional engineer provides calculations setting forth for each of the three Fiscal Years commencing with the Fiscal Year following that in which the projects financed by such additional obligations are to be completed, the projected Net Revenues

and the maximum annual interest and principal requirements on all bonds outstanding payable from the Gross Revenues of the System and on the obligations then to be issued (the "Maximum Annual Debt Service Requirement"); and demonstrating that for each such Fiscal Year the projected Net Revenues will be in an amount not less than 125% of such Maximum Annual Debt Service Requirement.

b. The payments required to be made into the funds and accounts enumerated in Section 5A of this Resolution (including the Reserve Fund, but not the Surplus Fund) must have been made in full.

c. The additional obligations must have principal maturing on May 1 of each year in which principal falls due and interest falling due on May 1 and November 1 of each year.

d. If the additional obligations are to be secured by the Reserve Fund, the amount on deposit in the Reserve Fund must be equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as defined in Section 4 of this Resolution.

e. The proceeds of the additional obligations must be used only for the purpose of providing additions, extensions or improvements to the System, or to refund obligations issued for such purpose.

While any of the Prior Bonds are outstanding, unless waived by the owners of the Prior Bonds, Parity Bonds may not be issued unless the terms and conditions set forth in the Prior Resolutions are also satisfied.

Section 9. Application of Bond Proceeds. All accrued interest received from the sale of the Bonds shall be deposited into the Debt Service Fund. An amount of proceeds of the Bonds sufficient to make the amount on deposit in the Reserve Fund equal to the Reserve Requirement shall be deposited in the Reserve Fund. The balance of the proceeds, less the expenses incurred in authorizing, issuing and delivering the Bonds, shall be deposited in a special fund designated as "Water System Improvement Fund." Said special fund shall be adequately secured and used solely for the purpose of meeting costs of extending, adding to and improving the System, as described in the preamble hereof. The balance of the proceeds, less the expenses incurred in authorizing, issuing and delivering the Bonds, shall be deposited in the Debt Service Fund for use in payment of principal of and interest on the Bonds.

Section 10. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except:

a. The City may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and

b. This Resolution may be amended, in any respect, with the written consent of the owners of not less than two-thirds of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the City; provided, however, that no amendment shall permit any change in the pledge of Revenues derived from the System, or in the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 11. Defeasance. When all Bonds have been discharged, all pledges, liens, covenants and other rights granted to the owners thereof by this Resolution shall cease. The City may discharge all Bonds due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if any Bonds should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The City, at its option, may also discharge all Bonds called for redemption on any date when they are prepayable according to their terms, by depositing into a special account on or before that date a sum sufficient to pay them in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The City, at its option, may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the City's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the City's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for. Upon such payment or deposit, in the amount and manner provided by this Section, all liability of the City with respect to the Bonds shall cease, terminate and be completely discharged, and the owners thereof shall be entitled only to payment out of the money so deposited.

Section 12. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the City and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 10, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the City, the governing body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the City, its governing body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 13. 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 Bonds 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 Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 14. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds 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 Bonds 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 Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds 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 Bonds 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 Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 15. Designation as Qualified Tax-Exempt Obligations. The Bonds 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 16. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds 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 17. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the Bond Trust Services Corporation 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 Bonds.

Section 18. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond 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 Bond 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 Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond 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 Bond or Bonds 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 Bond surrendered for transfer.

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

Section 19. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 20. Condition on Issuance and Sale of the Bonds. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturities, interest rates and purchase price for the Bonds. Satisfaction of such condition shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

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

Section 21. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 22. Official Statement. The Common Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Bonds 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 an 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 of the Bonds, 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 23. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") 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 Bonds 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 Bonds).

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

Section 24. Record Book. 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 Bonds in the Record Book.

Section 25. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, 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 Bond 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 Bonds 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 Bond provided herein.

Section 26. Execution of the Bonds; Closing; Professional Services. The Bonds 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, 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 Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds 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 Bonds 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 Bonds, 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 Bonds is hereby ratified and approved in all respects.

Section 27. Conflicting Ordinances or Resolutions. All prior ordinances, resolutions, (other than the Prior Resolutions) rules, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control so long as any Prior Bonds are outstanding

Adopted, approved and recorded March 16, 2026.

Paul Dwyer
Mayor

ATTEST:

Nicole Jacobs
City Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

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

1. Resolution. On March 16, 2026, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$3,405,000 Water System Revenue Bonds, Series 2026B of the City (the "Bonds") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Bonds, and to determine the details for the Bonds within the parameters established by the Resolution.

2. Proposal; Terms of the Bonds. [On the date hereof, the Bonds were offered for public sale and the bids set forth on the Bid Tabulation attached hereto as Schedule I and incorporated herein by this reference were received. The institution listed first on the Bid Tabulation, _____ (the "Purchaser") offered to purchase the Bonds in accordance with the terms set forth in the Proposal attached hereto as Schedule II 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 Bonds shall be issued in the aggregate principal amount of \$ _____, which is not more than the \$3,405,000 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 Bonds is not more than (a) \$100,000 more or \$45,000 less for the 2027 maturity or mandatory redemption amount and (b) \$100,000 more or less per maturity or mandatory redemption amount for the 2028 through 2046 maturities than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
05-01-2027	\$ 50,000	\$ _____
05-01-2028	125,000	_____
05-01-2029	130,000	_____
05-01-2030	135,000	_____
05-01-2031	140,000	_____
05-01-2032	145,000	_____
05-01-2033	145,000	_____
05-01-2034	155,000	_____
05-01-2035	160,000	_____
05-01-2036	165,000	_____
05-01-2037	170,000	_____
05-01-2038	175,000	_____

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
05-01-2039	\$185,000	\$ _____
05-01-2040	190,000	_____
05-01-2041	200,000	_____
05-01-2042	210,000	_____
05-01-2043	215,000	_____
05-01-2044	225,000	_____
05-01-2045	235,000	_____
05-01-2046	250,000	_____

The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 4.50%, as required by the Resolution.

3. Purchase Price of the Bonds. The Bonds 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 Bonds, which is not less than 98.75% nor more than 110.0% of the principal amount of the Bonds, as required by the Resolution.

4. [Mandatory Redemption of the Bonds. The Proposal specifies that [some of] the Bonds 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. Preliminary Official Statement. The Preliminary Official Statement with respect to the Bonds 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.

6. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Bonds and the debt service schedule attached hereto as Schedule IV is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2026
pursuant to the authority delegated to me in the Resolution.

[_____
Nicholas Morales
City Administrator]

OR

[_____
Justin Derhammer
City Treasurer]

COPY

SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

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

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Pricing Summary

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

(See Attached)

COPY

SCHEDULE IV TO APPROVING CERTIFICATE

Debt Service Schedule

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

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

The Bonds due on May 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on May 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
NO. R-__	MONROE COUNTY	\$_____
	CITY OF TOMAH	
	WATER SYSTEM REVENUE BOND, SERIES 2026B	

MATURITY DATE	ORIGINAL DATE OF ISSUE	INTEREST RATE	CUSIP
May 1, _____	_____, 2026	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

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), solely from the fund hereinafter specified, 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 is payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2027, until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond 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 Bond is registered on the Bond Register maintained by Bond Trust Services Corporation (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

The Bonds maturing on May 1, 2035, and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2034, or on any date thereafter. Said Bonds 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 Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the Resolution referenced below at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds 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 Bonds of a maturity are to be called for redemption, the Bonds 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 Bonds 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 Bonds 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 Bonds shall no longer be deemed to be outstanding.

This Bond is one of an issue aggregating \$_____, issued for the purpose of paying the cost of additions, improvements and extensions to the City's Water System, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto and a Resolution adopted March 16, 2026, and entitled: "Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$3,405,000 Water System Revenue Bonds, Series 2026B", as supplemented by an Approving Certificate, dated _____, 2026 (collectively, the "Resolution") and is payable only from the income and revenues of said Water System. Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Debt Service Fund", created by a resolution adopted by the City on December 9, 2003 and continued by the Resolution. The Bonds are issued on a parity with the City's Water System Revenue Bonds, Series 2016, dated June 22, 2016, Water System Revenue Bonds, Series 2018, dated June 27, 2018 and Taxable Water System Revenue Refunding Bonds, Series 2021B, dated April 15, 2021, as to the pledge of income and revenues of the Water System. This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or provision.

This Bond 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 Bond 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 Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon

surrender of this Bond 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 Bond 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 Bonds (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 Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond 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 Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

It is hereby certified, recited and declared that all conditions, things and acts required by law to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said City from the operation of its Water System has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

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

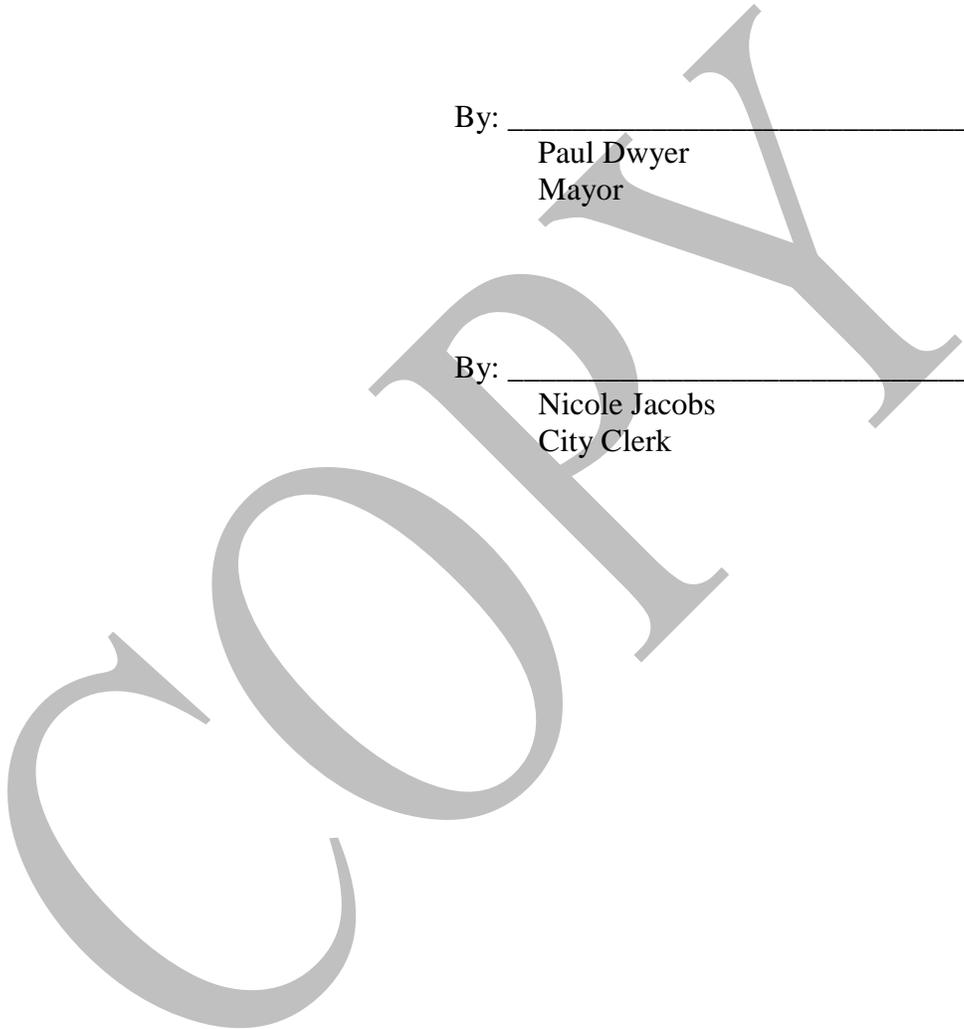
IN WITNESS WHEREOF, the City of Tomah, Monroe County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of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

CITY OF TOMAH,
MONROE COUNTY, WISCONSIN

By: _____
Paul Dwyer
Mayor

(SEAL)

By: _____
Nicole Jacobs
City Clerk



Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned Resolution of the City of Tomah, Wisconsin.

BOND TRUST SERVICES CORPORATION

By _____
Authorized Signatory

COPY

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with 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 Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

March 16, 2026

PRE-SALE REPORT FOR

City of Tomah, Wisconsin

**\$3,815,000 Sewer System Revenue Bonds,
Series 2026C**



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Kayla Thorpe, Municipal Advisor
Joe Murray, Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$3,815,000 Sewer System Revenue Bonds, Series 2026C

Purposes:

The proposed issue includes financing for the following purposes:

To fund 2026 Capital Improvements in the Sewer Utility.

- Sewer System Revenue Bonds, Series 2026C. Debt service will be paid from wastewater revenues.

Authority:

The Bonds are being issued pursuant to Wisconsin Statute:

- 66.0621

The Bonds are not general obligations of the City but are payable only from and secured by a pledge of income and revenue to be derived from the operation of the Sewer System.

Term/Call Feature:

The Bonds are being issued for a term of 20 years. Principal on the Bonds will be due on May 1 in the years 2027 through 2046. Interest will be due every six months beginning May 1, 2027.

The Bonds will be subject to prepayment at the discretion of the City on May 1, 2034 or any date thereafter.

Bank Qualification:

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

Rating:

We recommend selling this issue non-rated as the cost of the rating would not be expected to be offset by the potential lower interest rates resulting from obtaining a rating. For a larger bond issue, or a longer-term bond issue, a rating might broaden the market for the Bonds and result in an overall reduction in interest costs.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Bonds and long-term financial capacity, as well as the tax status considerations related to the Bonds and the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of Bonds as a suitable option. Ehlers has reviewed other reasonably feasible alternatives to the recommended issuance of municipal securities.

Method of Sale/Placement:

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Bonds from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.”

For this issue of Bonds, any premium amount received may: be retained; used to reduce the issue size; or combination thereof. These adjustments may slightly change the true interest cost of the original bid, either up or down. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City’s objectives for this financing.

Parameters:

The City Council will consider adoption of a Parameters Resolution on February 17, 2026, which delegates authority to the City Administrator or Treasurer to accept and approve a bid for the Bonds so long as the bid meets certain parameters. These parameters are:

- * Issue size not to exceed \$3,815,000
- * Minimum Bid of 98.75%

* Maximum True Interest Cost (TIC) of 4.5%

* Maturity Schedule Adjustments: 2027 maturity may increase by \$100,000 or decrease no more than \$50,000. 2028 to 2046 maturities may be increased or decreased by up to \$100,000

Other Considerations:

The Bonds will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Bonds. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations (“Arbitrage Rules”) throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City’s specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the “Tax Compliance Document”) prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4)

reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City’s specific responsibilities for the Bonds. The City is currently receiving arbitrage services from Ehlers in relation to the Bonds.

Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs.

Risk Factors:

Utility Revenue: The City expects to pay the Bond debt service with:

- Wastewater Revenues

In the event utility revenues are insufficient to pay debt service, the City Council is committing to consider appropriating funds from any other available sources in an amount sufficient to cover the shortfall. If it chooses to do so, the City may levy a tax to make up a shortfall. Any amount levied for this purpose is exempted from levy limits. While the City is not required to appropriate the funds necessary to remedy any shortfall in revenues needed to pay debt service, failure to do so would result in either a lack of access to capital markets in the future, or access at a substantially higher cost.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel and Disclosure Counsel: Quarles & Brady LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: This issue will not be rated.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	March 16, 2026
Distribute Official Statement:	April 1, 2026
Designated Officials Award Sale of the Bonds:	April 9, 2026
Estimated Closing Date:	April 30, 2026

Attachments

- Estimated Sources and Uses of Funds
- Estimated Proposed Debt Service Schedule
- Estimated Debt Coverage Analysis

EHLERS' CONTACTS

Kayla Thorpe, Municipal Advisor	(262) 796-6197
Joe Murray, Municipal Advisor	(262) 796-6196
Sue Porter, Lead Public Finance Analyst	(262) 796-6167
Beth Mueller, Senior Financial Analyst	(651) 697-8553

Table 1
Existing G.O. Debt Base Case

City of Tomah, WI

Year Ending	Existing Debt											Equalized Value (TID OUT)	Tax Rate Per \$1,000	Annual Taxes \$100,000 Home	Year Ending
	Total G.O. Debt Payments	Less: Water	Less: Sewer	Less: TID 8	Less: TID 9	Less: TID 10	Less: Facility Fees	Less: Park & Rec Fees	Less: Sales Tax	Less: Net Tax Levy	Net Tax Levy				
2026	3,543,299	(53,705)	(76,673)	(405,886)	(40,675)	(47,025)	(553,025)	(75,525)	(158,550)	2,132,235	1,042,218,200	\$2.05	\$204.59	2026	
2027	3,434,008	(57,209)	(74,963)	(428,470)	(40,194)	(45,675)	(536,775)	(78,650)	(155,150)	2,016,923	1,084,972,720	\$1.86	\$185.90	2027	
2028	3,224,834	(50,713)	(78,181)	(415,343)	(39,660)	0	(520,525)	(76,650)	(156,650)	1,887,113	1,129,481,142	\$1.67	\$167.08	2028	
2029	3,034,846	0	(76,329)	(421,826)	(39,074)		(504,275)	(74,650)	(157,925)	1,760,768	1,175,815,417	\$1.50	\$149.75	2029	
2030	2,885,053		(79,405)	(427,820)	(38,444)		(488,025)	(77,525)	(154,075)	1,619,759	1,224,050,444	\$1.32	\$132.33	2030	
2031	2,637,338		(77,410)	(319,534)	(37,770)		(471,775)	(75,275)	(160,000)	1,495,574	1,274,264,199	\$1.17	\$117.37	2031	
2032	2,495,223		(80,344)	(317,120)	(37,070)		(455,525)	(73,025)	(155,700)	1,376,439	1,326,537,854	\$1.04	\$103.76	2032	
2033	2,389,829		(78,206)	(319,454)	(41,290)		(436,000)	(75,650)	(156,275)	1,282,954	1,380,955,910	\$0.93	\$92.90	2033	
2034	2,334,699		(76,069)	(311,606)	(40,430)		(424,800)	(73,400)	(156,900)	1,251,494	1,437,606,338	\$0.87	\$87.05	2034	
2035	2,068,706		0	(229,548)	0		(413,600)	(71,400)	(157,600)	1,196,559	1,496,580,715	\$0.80	\$79.95	2035	
2036	2,014,743			(228,206)			(402,000)	(74,300)	(158,100)	1,152,136	1,557,974,375	\$0.74	\$73.95	2036	
2037	1,679,381			0			(390,400)	(72,100)	(158,400)	1,058,481	1,621,886,564	\$0.65	\$65.26	2037	
2038	1,614,781						(377,600)	(74,800)	(158,500)	1,003,881	1,688,420,598	\$0.59	\$59.46	2038	
2039	1,467,281						(364,800)	(72,400)	(158,400)	871,681	1,757,684,033	\$0.50	\$49.59	2039	
2040	1,397,081						(352,000)	(74,900)	(158,100)	812,081	1,829,788,835	\$0.44	\$44.38	2040	
2041	1,303,181						(339,200)	(77,200)	(157,600)	729,181	1,904,851,565	\$0.38	\$38.28	2041	
2042	1,260,081						(326,400)	(74,400)	(156,900)	702,381	1,982,993,565	\$0.35	\$35.42	2042	
2043	442,509						0	(76,500)	(156,000)	210,009	2,064,341,154	\$0.10	\$10.17	2043	
2044	283,463							0	(76,500)	206,963	2,149,025,834	\$0.10	\$9.63	2044	
2045	71,444								0	71,444	2,237,184,502	\$0.03	\$3.19	2045	
2046	0									0	2,328,959,669	\$0.00	\$0.00	2046	
Total	39,581,778	(161,626)	(697,579)	(3,824,813)	(354,606)	(92,700)	(7,356,725)	(1,348,350)	(2,907,325)	22,838,055				Total	

Notes:

Legend:

Represents +/- 25% Change over previous year

Table 2 Capital Improvements Financing Plan

City of Tomah, WI

	2026		2026		2026	
	G.O. Notes		Revenue Bonds		Revenue Bonds	
CIP Projects¹	975,000		3,053,000		3,400,000	
Debt Service Reserve						
DSR Funds On Hand	0		(112,500)		(73,500)	
New DSR Requirement	0		353,722		375,535	
Reserve Fund Requirement	0		241,222		302,035	
Estimated Issuance Expenses	79,350		130,663		137,788	
TOTAL TO BE FINANCED	1,054,350		3,424,885		3,839,822	
Estimated Interest Earnings	3.00%	(7,313)	3.00%	(22,898)	3.00%	(25,500)
Assumed spend down (months)	3.00		3.00		3.00	
Rounding	2,963		3,013		678	
NET BOND SIZE	1,050,000		3,405,000		3,815,000	

Notes:

1) Project Total Estimates

Table 3 Allocation of Debt Service - 2026 Revenue Bonds

City of Tomah, WI

Year Ending	Sewer Portion				Year Ending	Totals		
	Principal	Est. Rate	Interest	Total		Principal (5/1)	Interest	Total
2026				0	2026	0	0	0
2027	55,000	3.30%	227,047	282,047	2027	55,000	227,047	282,047
2028	140,000	3.25%	143,773	283,773	2028	140,000	143,773	283,773
2029	145,000	3.25%	139,141	284,141	2029	145,000	139,141	284,141
2030	150,000	3.20%	134,385	284,385	2030	150,000	134,385	284,385
2031	155,000	3.20%	129,505	284,505	2031	155,000	129,505	284,505
2032	160,000	3.25%	124,425	284,425	2032	160,000	124,425	284,425
2033	165,000	3.35%	119,061	284,061	2033	165,000	119,061	284,061
2034	170,000	3.40%	113,408	283,408	2034	170,000	113,408	283,408
2035	175,000	3.50%	107,455	282,455	2035	175,000	107,455	282,455
2036	185,000	3.60%	101,063	286,063	2036	185,000	101,063	286,063
2037	190,000	3.75%	94,170	284,170	2037	190,000	94,170	284,170
2038	200,000	3.85%	86,758	286,758	2038	200,000	86,758	286,758
2039	205,000	3.95%	78,859	283,859	2039	205,000	78,859	283,859
2040	215,000	4.10%	70,403	285,403	2040	215,000	70,403	285,403
2041	225,000	4.15%	61,326	286,326	2041	225,000	61,326	286,326
2042	235,000	4.25%	51,664	286,664	2042	235,000	51,664	286,664
2043	245,000	4.35%	41,341	286,341	2043	245,000	41,341	286,341
2044	255,000	4.45%	30,339	285,339	2044	255,000	30,339	285,339
2045	265,000	4.50%	18,703	283,703	2045	265,000	18,703	283,703
2046	280,000	4.55%	6,370	286,370	2046	280,000	6,370	286,370
Total	3,815,000		1,879,193	5,694,193	Total	3,815,000	1,879,193	5,694,193

Notes:

1) Estimated Rate assumes

Table 4
Revenue Debt Coverage - Impact of Financing Plan

City of Tomah, WI

Year	Water Debt Service					Sewer Debt Service					Year
	Existing Debt	Proposed Debt	Total	Debt Coverage	D.S. Capacity	Existing Debt	Proposed Debt	Total	Debt Coverage	D.S. Capacity	
	\$1,503,710 @ 1.25x 2024 Net Revenues					\$1,796,175 @ 1.25x 2024 Net Revenues					
2026	345,696	0	345,696	4.35	857272.18	102,700	0	102,700	17.49	1334240	2026
2027	252,616	252,471	505,087	2.98	697,880.78	105,750	282,047	387,797	4.63	1,049,142.81	2027
2028	254,362	469,486	723,849	2.08	479,119.46	103,750	497,373	601,123	2.99	835,817.50	2028
2029	251,264	470,205	721,469	2.08	481,498.74	101,875	493,616	595,491	3.02	841,448.75	2029
2030	134,316	471,545	605,861	2.48	597,106.79	50,500	494,698	545,198	3.29	891,742.50	2030
2031	83,812	467,645	551,457	2.73	651,511.12	0	495,430	495,430	3.63	941,510.00	2031
2032	83,807	468,436	552,244	2.72	650,724.27		495,738	495,738	3.62	941,202.50	2032
2033	83,803	463,814	547,617	2.75	655,351.22		495,536	495,536	3.62	941,403.75	2033
2034	83,799	468,688	552,486	2.72	650,481.95		494,820	494,820	3.63	942,120.00	2034
2035	83,794	467,965	551,759	2.73	651,208.99		493,580	493,580	3.64	943,360.00	2035
2036	83,789	471,570	555,359	2.71	647,608.59		496,675	496,675	3.62	940,265.00	2036
2037	44,157	469,450	513,607	2.93	689,361.06		494,045	494,045	3.64	942,895.00	2037
2038	44,154	466,706	510,860	2.94	692,107.54		500,558	500,558	3.59	936,382.50	2038
2039	0	468,271	468,271	3.21	734,696.75		496,246	496,246	3.62	940,693.75	2039
2040		468,973	468,973	3.21	733,995.50		496,153	496,153	3.62	940,787.50	2040
2041		468,840	468,840	3.21	734,128.00		500,101	500,101	3.59	936,838.75	2041
2042		472,803	472,803	3.18	730,165.50		498,126	498,126	3.61	938,813.75	2042
2043		465,901	465,901	3.23	737,066.75		500,154	500,154	3.59	936,786.25	2043
2044		468,119	468,119	3.21	734,849.25		496,164	496,164	3.62	940,776.25	2044
2045		464,388	464,388	3.24	738,580.50		496,203	496,203	3.62	940,737.50	2045
2046		469,638	469,638	3.20	733,330.50		500,095	500,095	3.59	936,845.00	2046
2047		214,725	214,725	7.00	988,243.00		209,613	209,613	8.57	1,227,327.50	2047
2048		0	0	N/A	1,202,968.00		0	0	N/A	1,436,940.00	2048
Total	1,829,371	9,369,637	11,199,008			464,575	9,926,968	10,391,543			Total

Notes:



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Attorneys at Law in
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 Indianapolis
 Madison
 Milwaukee
 Minneapolis
 Naples
 Phoenix
 St. Louis
 San Diego
 Tampa
 Tucson
 Washington, D.C.

March 6, 2026

VIA EMAIL

Justin Derhammer
 City Treasurer
 City of Tomah
 City Hall
 819 Superior Avenue
 Tomah, WI 54660

Scope of Engagement Re: Proposed Issuance of \$3,815,000 City of Tomah (the "City")
 Sewer System Revenue Bonds, Series 2026C (the "Securities")

Dear Justin:

We are pleased to be working with you again as the City's bond counsel and disclosure counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel and disclosure counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

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Justin Derhammer
March 6, 2026
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Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;
- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering the bond counsel opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

A form of our bond counsel opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities.

Role of Disclosure Counsel

Our disclosure counsel engagement is similarly a limited, special counsel engagement. As disclosure counsel, we will review the disclosure document prepared in connection with the sale of the Securities, namely the Official Statement, Private Placement Memorandum, or similar documents (the "City's Offering Document"). It is the City's responsibility to verify the information contained in the materials provided to us or confirmed for us by the City. We will not undertake an independent investigation to verify the accuracy or completeness of this information, beyond reviewing the materials provided to us or confirmed for us by the City. Nor will we render any opinion or make any representation as to the suitability of the Securities for investment by any investor.

In our capacity as the City's disclosure counsel, we will review the City's Offering Document and undertake due diligence with respect to the material representations therein so that we may provide the negative assurance letter described in the following paragraph. Our due diligence will consist of reviewing materials provided to us or confirmed for us by the City; reviewing the City's responses to questions posed in a due diligence questionnaire; assisting the City in its review of its continuing disclosure compliance in the last five years, if applicable (although the City is ultimately responsible for this review and such compliance); and discussing the City's Offering Document with the City and Ehlers & Associates, Inc., Waukesha, Wisconsin ("Ehlers"). We may also maintain the materials provided to us or confirmed for us by the City in our files, and we expect to share certain of those materials with Ehlers, for its files.

Justin Derhammer
March 6, 2026
Page 3

Subject to satisfactory completion of our due diligence, we will provide the City with a negative assurance letter that:

based on our review of the City's Offering Document, our examination of certain materials provided by the City and its representatives, and our participation in conferences and conversations with the City and its representatives, no information has come to the attention of the attorneys in our firm rendering legal services in connection with the matter that has caused them to believe that the Preliminary Official Statement contained as of its date or the Final Official Statement contained as of its date or contains as of the date hereof any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, we do not express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions and expressions of opinion, information about bond insurers, or any information regarding the Depository Trust Company and the book-entry system for the Securities contained or incorporated by reference in the City's Offering Document and its appendices, which we expressly exclude from the scope of this paragraph.

If requested, we may also provide Ehlers with a separate letter allowing it to rely on the above-described negative assurance letter.

Please note that our negative assurance letter is not a guarantee; although we expect our above-described due diligence review to assist the City in identifying, confirming and presenting potentially material information, neither our participation in the financing nor our provision of the above-described negative assurance letter will relieve the City of its obligations under the federal securities laws. As noted above, ultimate responsibility for disclosing to potential purchasers of the Securities all City information material to their investment decision rests with the City.

Limitations on Scope of Engagement; No Financial Advice; Conclusion of Representation

All matters and responsibilities other than those expressly set forth above are outside the scope of our engagement as the City's bond counsel and disclosure counsel. These include, without limitation, any obligation to any underwriter, placement agent or financial advisor involved with the issuance of the Securities, other than providing a reliance letter as described above, if applicable. In particular we wish to note that this engagement does not entail any responsibility for us to review matters or provide advice to any party with respect to such matters as the rules promulgated by the Municipal Securities Rulemaking Board ("MSRB"), "blue sky" securities law matters, or other general securities law matters pertaining to any party's status as a broker-dealer or municipal advisor.

Justin Derhammer
March 6, 2026
Page 4

Further, we are neither qualified nor engaged to provide financial advice, and hence we will make no representation whatsoever about the suitability of the Securities for purchase by investors, the desirability of the proposed plan of finance, the feasibility of the project(s) financed or refinanced by the Securities, or any such related matters.

Our responsibilities as bond counsel and disclosure counsel will be concluded with respect to this financing upon the delivery of our bond counsel opinion and negative assurance letter, respectively. Please note that, unless separately engaged, we will not provide any advice to the City on post-closing matters including, without limitation, (i) actions necessary to ensure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, (ii) regulatory surveys or audits of the Securities, or (iii) actions necessary to comply with the continuing disclosure requirements applicable to the Securities.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel and disclosure counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel and disclosure counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel and disclosure counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel and disclosure counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

Justin Derhammer
March 6, 2026
Page 5

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$27,000 for our services as bond counsel, and \$17,550 for our services as disclosure counsel. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel or the negative assurance letter as disclosure counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

Justin Derhammer
March 6, 2026
Page 6

City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The officers and agents of the City will review the City's Offering Document, participate in a due diligence conference to review the City's Offering Document and provide a certificate as to the accuracy and completeness of the City's Offering Document stating that it does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

Justin Derhammer
March 6, 2026
Page 7

If you have any questions, please do not hesitate to contact me at any time. We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

Bridgette Keating / bea
Bridgette Keating

BK/FCD/SMW/bea
#910033.00029
#910033.00034

- cc: Nicolas Morales (via email)
- Nicole Jacobs (via email)
- Brandy Leis (via email)
- Kayla Thorpe (via email)
- Joe Murray (via email)
- Dan Pagac (via email)
- Sue Porter (via email)
- Beth Mueller (via email)
- Frank C. DeGuire (via email)
- Alex Gore (via email)
- Elisabeth Platt (via email)
- Jess Kaye (via email)
- Sue Weber (via email)
- bondsale@ehlers-inc.com

Accepted and Approved:

CITY OF TOMAH

By: _____

Its: _____
Title

Date: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED \$3,815,000 SEWER SYSTEM REVENUE BONDS, SERIES 2026C

WHEREAS, the City of Tomah, Monroe County, Wisconsin (the "City") owns and operates its Sewer System (the "System") which is operated for a public purpose as a public utility; and

WHEREAS, under the provisions of Section 66.0621, Wisconsin Statutes (the "Act"), any municipality in the State of Wisconsin may, by action of its governing body, provide funds for extending, adding to and improving a public utility from the proceeds of bonds, which bonds are to be payable only from the Revenues of such utility and are to be secured by a pledge of the Revenues of the utility; and

WHEREAS, pursuant to a resolution adopted on February 23, 2021 (the "Prior Resolution"), the City has heretofore issued its Taxable Sewer System Revenue Refunding Bonds, Series 2021C, dated April 15, 2021 (the "Prior Bonds"), which Prior Bonds are payable from the Revenues of the System; and

WHEREAS, the Prior Resolution permits the issuance of additional bonds on a parity with the Prior Bonds upon compliance with certain conditions, and those conditions have been met; and

WHEREAS, the City has determined that certain additions, improvements and extensions to the System, including project costs of the City's tax incremental districts (the "Project") are necessary to adequately supply the needs of the City and the residents thereof; and

WHEREAS, it is necessary, desirable and in the best interests of the City to authorize and sell sewer system revenue bonds (the "Bonds") for the purpose of financing the Project payable solely from the Revenues of the System, which Bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes, on a parity with the Prior Bonds; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the Revenues of the System are now outstanding; and

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 Bonds and to obtain bids for the purchase of the Bonds; and

WHEREAS, the City Clerk (in consultation with Ehlers) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause pertinent data to be forwarded to interested bidders as the City Clerk may determine; and

WHEREAS, in order to facilitate the sale of the Bonds 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 either the City Administrator or the City Treasurer (each an "Authorized Officer") the authority to accept on behalf of the City the bid for the Bonds (the "Proposal") so long as the Proposal 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, the Common Council of the City of Tomah, Monroe County, Wisconsin, do resolve that:

Section 1. Authorization and Sale of the Bonds; Parameters. For the purpose of paying the cost of the Project (including paying legal, financing, engineering and other professional fees in connection therewith, and funding the Reserve Account, if necessary), the City is authorized to borrow pursuant to Section 66.0621, Wisconsin Statutes, the principal sum of not to exceed THREE MILLION EIGHT HUNDRED FIFTEEN THOUSAND DOLLARS (\$3,815,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 20 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"), on behalf of and in the name of the City, the Bonds aggregating the principal amount of not to exceed THREE MILLION EIGHT HUNDRED FIFTEEN THOUSAND DOLLARS (\$3,815,000). The purchase price to be paid to the City for the Bonds shall not be less than 98.75% nor more than 110.00% of the principal amount of the Bonds.

Section 2A. Terms of the Bonds. The Bonds shall be designated "Sewer System Revenue Bonds, Series 2026C"; shall be issued in the aggregate principal amount of up to \$3,815,000; 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 (a) that the principal amount of the 2027 maturity or mandatory redemption amount may be increased by no more than \$100,000 or decreased by no more than \$50,000, (b) that the principal amount of each of the 2028 through 2046 maturities or mandatory redemption amounts may be increased or decreased by up to \$100,000 per maturity or mandatory redemption amount and (c) that the aggregate principal amount of the Bonds shall not exceed \$3,815,000 . The schedule below assumes the Bonds are issued in the aggregate principal amount of \$3,815,000.

<u>Date</u>	<u>Amount</u>
05/01/2027	\$ 55,000
05/01/2028	140,000
05/01/2029	145,000
05/01/2030	150,000
05/01/2031	155,000
05/01/2032	160,000
05/01/2033	165,000
05/01/2034	170,000
05/01/2035	175,000

<u>Date</u>	<u>Amount</u>
05/01/2036	\$185,000
05/01/2037	190,000
05/01/2038	200,000
05/01/2039	205,000
05/01/2040	215,000
05/01/2041	225,000
05/01/2042	235,000
05/01/2043	245,000
05/01/2044	255,000
05/01/2045	265,000
05/01/2046	280,000

Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2027. The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) shall not exceed 4.50%. 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.

Provided that the parameters set forth in this Resolution are met, the schedule of maturities or mandatory redemptions established by the parameters of this Resolution is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices and an Authorized Officer will confirm this finding in the Approving Certificate.

Section 2B. Redemption Provisions. The Bonds maturing on May 1, 2035 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on May 1, 2034 or on any date thereafter. Said Bonds shall be 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. If the Proposal specifies that certain of the Bonds 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 Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 2C. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the City nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund provided for in Section 5 herein, and shall be a valid claim of the registered owner or owners thereof only against the Special Redemption Fund and the Revenues of the System pledged to such Fund, on a parity with the pledge granted to the owners of the Prior Bonds. Sufficient Revenues are hereby pledged to said Special Redemption Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds and the Bonds as the same becomes due.

Section 3. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 4. Definitions. In addition to the words defined elsewhere in this Resolution, the following words shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Annual Debt Service Requirement" means the total amount of principal and interest due in any Fiscal Year on the Prior Bonds, the Bonds and Parity Bonds.

"Bond Year" means the twelve-month period ending on each May 1.

"Code" means the Internal Revenue Code of 1986, as amended.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository for the City with respect to the Bonds.

"Fiscal Year" means the fiscal year adopted by the City for the System, which is currently the calendar year.

"Net Revenues" means the Revenues minus all Operation and Maintenance Expenses of the System.

"Operation and Maintenance Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but excluding depreciation, debt service, tax equivalents and capital expenditures.

"Parity Bonds" means additional bonds or obligations issued on a parity as to pledge and lien with the Bonds in accordance with the provisions of Section 8 of this Resolution.

"Reserve Requirement" means an amount, determined as of the date of issuance of the Bonds, equal to the least of (a) the amount required to be on deposit in the Reserve Account prior to the issuance of the Bonds plus the amount permitted to be deposited from proceeds of the Bonds pursuant to Section 148 (d)(1) of the Code; (b) the maximum annual debt service on the Prior Bonds and the Bonds in any Bond Year; and (c) 125% of average annual debt service on the Prior Bonds and the Bonds; provided, however, that on an ongoing basis it shall never exceed the remaining maximum annual principal and interest due on the Bonds and the Prior Bonds in any Bond Year. If Parity Bonds which are to be secured by the Reserve Account are issued, the Reserve Requirement shall mean an amount, determined as of the date of issuance of the Parity Bonds, equal to the least of (a) the amount required to be on deposit in the Reserve Account prior to the issuance of such Parity Bonds, plus the amount permitted to be deposited therein from proceeds of the Parity Bonds pursuant to Section 148(d)(1) of the Code; (b) the maximum annual debt service on outstanding obligations secured by the Reserve Account and the Parity Bonds to be issued in any Bond Year; and (c) 125% of average annual debt service on the outstanding obligations secured by the Reserve Account and the Parity Bonds to be issued; provided, however, that on an ongoing basis it shall never exceed the remaining maximum

annual principal and interest due on the outstanding obligations secured by the Reserve Account and Parity Bonds in any Bond Year.

"Revenues" means all income and revenue derived from operation of the System, including the revenues received from the City for services rendered to it, funds appropriated by the Common Council for services provided by the System to the City and all moneys received from any other source, including income derived from investments.

"System" means the entire sewerage system of the City including all property of every nature now or hereafter owned by the City for the collection, transmission, treatment, storage, metering and disposal of domestic, industrial and public sewage, including all improvements and extensions thereto made by the City while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such sewerage system and including all appurtenances, contracts, leases, franchises and other intangibles.

Section 5. Income and Revenue Funds. When the Bonds shall have been delivered in whole or in part, the Revenues shall be set aside into the following separate and special funds, which were created and established in the Prior Resolution, continued by this Resolution and shall be used and applied as described below:

- Revenues in amounts sufficient to provide for the reasonable and proper operation and maintenance of the System through the payment of Operation and Maintenance Expenses shall be set aside into the Sewer System Operation and Maintenance Fund (the "Operation and Maintenance Fund").

- Revenues in amounts sufficient to pay the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement shall be set aside into the Sewer System Revenue Bond and Interest Special Redemption Fund (the "Special Redemption Fund"), to be applied to the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement. The monies standing in the Special Redemption Fund are irrevocably pledged to the payment of principal of and interest on the Prior Bonds, the Bonds and Parity Bonds.

- Revenues in amounts sufficient to provide a proper and adequate depreciation account for the System shall be set aside into the Sewer System Depreciation Fund (the "Depreciation Fund").

The Operation and Maintenance Fund and Depreciation Fund shall be deposited as received in public depositories to be selected by the Common Council in the manner required by Chapter 34, Wisconsin Statutes and may be invested in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Money in the Operation and Maintenance Fund shall be used to pay Operation and Maintenance Expenses as the same come due; money not immediately required for Operation and Maintenance Expenses shall be used to accumulate a reserve in the Operation and Maintenance Fund equal to estimated Operation and Maintenance Expenses for one month. Any

money then available and remaining in the Operation and Maintenance Fund may be transferred to the Surplus Fund, which fund is hereby continued.

Revenues shall be deposited in the Depreciation Fund each month until such amount as the Common Council may from time to time determine to constitute an adequate and reasonable depreciation account for the System (the "Depreciation Requirement") is accumulated therein. Money in the Depreciation Fund shall be available and shall be used, whenever necessary, to restore any deficiency in the Special Redemption Fund and for the maintenance of the Reserve Account therein. When the Special Redemption Fund is sufficient for its purpose, funds in the Depreciation Fund may be expended for repairs, replacements, new construction, extensions or additions to the System. Any money on deposit in the Depreciation Fund in excess of the Depreciation Requirement which is not required during the current Fiscal Year for the purposes of the Depreciation Fund, may be transferred to the Surplus Fund.

It is the express intent and determination of the Common Council that the amount of Revenues to be set aside and paid into the Special Redemption Fund (including the Reserve Account) shall in any event be sufficient to pay principal of and interest on the Prior Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement, and the City Treasurer shall each Fiscal Year deposit at least sufficient Revenues in the Special Redemption Fund to pay promptly all principal and interest falling due on the Prior Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement.

The Revenues so set aside for payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds shall be set apart and shall be paid into the Special Redemption Fund not later than the 10th day of each month. The amount deposited each month shall be not less than one-sixth of the interest next coming due, plus one-twelfth of the principal next maturing or subject to mandatory redemption on the next redemption date.

The minimum amounts to be so deposited for debt service on the Bonds will be set forth on the schedule attached to the Approving Certificate.

The Special Redemption Fund shall be used for no purpose other than the payment of interest on and principal of the Prior Bonds, the Bonds and Parity Bonds promptly as the same become due and payable or to pay redemption premiums. All money in the Special Redemption Fund shall be deposited in a special account and invested in legal investments subject to Section 66.0603(1m), Wisconsin Statutes, and the monthly payments required to be made to the Special Redemption Fund shall be made directly to such account.

The Reserve Account established by Section 5 of the Prior Resolution shall be continued to additionally secure the payment of principal of and interest on the Prior Bonds and the Bonds. The City covenants and agrees that upon the issuance of the Bonds an amount sufficient to make the amount on deposit in the Reserve Account equal to the Reserve Requirement shall be deposited into the Reserve Account and shall be maintained therein.

The City covenants and agrees that at any time that the Reserve Account is drawn on and the amount in the Reserve Account shall be less than the Reserve Requirement, an amount equal to one-twelfth of the Reserve Requirement will be paid monthly into the Reserve Account from

those funds in the Special Redemption Fund, the Operation and Maintenance Fund, the Depreciation Fund and the Surplus Fund which are in excess of the minimum amounts required by the preceding paragraphs to be paid therein until the Reserve Requirement will again have accumulated in the Reserve Account. If at any time the amount on deposit in the Reserve Account exceeds the Reserve Requirement, the excess shall be transferred to the Special Redemption Fund and used to pay principal and interest on the Bonds. If for any reason there shall be insufficient funds on hand in the Special Redemption Fund to meet principal or interest becoming due on the Prior Bonds, the Bonds or Parity Bonds secured by the Reserve Account, then all sums then held in the Reserve Account shall be used to pay the portion of interest or principal on such Prior Bonds, the Bonds or Parity Bonds becoming due as to which there would otherwise be default, and thereupon the payments required by this paragraph shall again be made into the Reserve Account until an amount equal to the Reserve Requirement is on deposit in the Reserve Account.

Funds in the Special Redemption Fund in excess of the minimum amounts required to be paid therein plus reserve requirements may be transferred to the Surplus Fund.

Money in the Surplus Fund shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, the Special Redemption Fund including the Reserve Account, and the Depreciation Fund. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wisconsin Statutes. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts created by this section.

Section 6. Service to the City. The reasonable cost and value of any service rendered to the City by the System by furnishing sewer services for public purposes shall be charged against the City and shall be paid by it in monthly installments as the service accrues, out of the current revenues of the City collected or in the process of collection, exclusive of the revenues derived from the System, to wit: out of the tax levy of the City made by it to raise money to meet its necessary current expenses. It is hereby found and determined that the reasonable cost and value of such service to the City in each year shall be in an amount which, together with Revenues of the System, will produce Net Revenues equivalent to not less than 1.25 times the Annual Debt Service Requirement. Such compensation for such service rendered to the City shall, in the manner provided hereinabove, be paid into the separate and special funds described in Section 5 of this Resolution. However, such payment is subject to (a) annual appropriations by the Common Council therefor and (b) applicable levy limits, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the City to make any such appropriation over and above the reasonable cost and value of services rendered to the City or to make any subsequent payment over and above such reasonable cost and value.

Section 7. Operation of System; City Covenants. It is covenanted and agreed by the City with the owner or owners of the Bonds, and each of them, that:

- (a) The City will faithfully and punctually perform all duties with reference to the System required by the Constitution and Statutes of the State of Wisconsin, including the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the

System, and will collect and segregate the Revenues of the System and apply them to the respective funds and accounts described hereinabove;

(b) The City will not sell, lease, or in any manner dispose of the System, including any part thereof or any additions, extensions, or improvements that may be made part thereto, except that the City shall have the right to sell, lease or otherwise dispose of any property of the System found by the Common Council to be neither necessary nor useful in the operation of the System, provided the proceeds received from such sale, lease or disposal shall be paid into the Special Redemption Fund or applied to the acquisition or construction of capital facilities for use in the normal operation of the System, and such payment shall not reduce the amounts otherwise required to be paid into the Special Redemption Fund;

(c) The City will cause the Project to be completed as expeditiously as reasonably possible;

(d) The City will pay or cause to be paid all lawful taxes, assessments, governmental charges, and claims for labor, materials or supplies which if unpaid could become a lien upon the System or its Revenues or could impair the security of the Bonds;

(e) The City will maintain in reasonably good condition and operate the System, and will establish, charge and collect such lawfully established rates and charges for the service rendered by the System, so that in each Fiscal Year Net Revenues shall not be less than 125% of the Annual Debt Service Requirement, and so that the Revenues of the System herein agreed to be set aside to provide for the payment of the Prior Bonds, the Bonds and Parity Bonds and the interest thereon as the same becomes due and payable, and to meet the Reserve Requirement, will be sufficient for those purposes;

(f) The City will prepare a budget not less than sixty days prior to the end of each Fiscal Year and, in the event such budget indicates that the Net Revenues for each Fiscal Year will not exceed the Annual Debt Service Requirement for each corresponding Fiscal Year by the proportion stated hereunder, will take any and all steps permitted by law to increase rates so that the aforementioned proportion of Net Revenues to the Annual Debt Service Requirement shall be accomplished as promptly as possible;

(g) The City will keep proper books and accounts relative to the System separate from all other records of the City and will cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants including a balance sheet and a profit and loss statement of the System as certified by such accountants. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein shall include the following: (1) a statement in detail of the income and expenditures of the System for the Fiscal Year; (2) a statement of the Net Revenues of the System for such Fiscal Year; (3) a balance sheet as of the end of such Fiscal Year; (4) the accountants' comment regarding the manner in which the City has carried out the requirements of this Resolution and the accountants' recommendations for any changes or improvements in the operation of the System; (5) the number of connections to the System at the end of the Fiscal Year, for each user classification (i.e., residential, commercial, public and industrial); (6) a list of the insurance policies in force at the end of the Fiscal Year setting out as to each policy the amount of the

policy, the risks covered, the name of the insurer, and the expiration date of the policy; and (7) the volume of water used. The owners of any of the Bonds shall have at all reasonable times the right to inspect the System and the records, accounts and data of the City relating thereto; and

(h) So long as any of the Bonds are outstanding the City will carry for the benefit of the owners of the Bonds insurance of the kinds and in the amounts normally carried by private companies or other public bodies engaged in the operation of similar systems. All money received for loss of use and occupancy shall be considered Revenue of the System payable into the separate funds and accounts named in Section 5 of this Resolution. All money received for losses under any casualty policies shall be used in repairing the damage or in replacing the property destroyed provided that if the Common Council shall find it is inadvisable to repair such damage or replace such property and that the operation of the System has not been impaired thereby, such money shall be deposited in the Special Redemption Fund, but in that event such payments shall not reduce the amounts otherwise required to be paid into the Special Redemption Fund.

Section 8. Parity Bonds. The Bonds are issued on a parity with the Prior Bonds. No bonds or obligations payable out of the Revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if their lien and pledge is junior and subordinate to that of the Bonds. Additional obligations may be issued on a parity with the Prior Bonds and the Bonds as to the pledge of Revenues of the System ("Parity Bonds") only if all of the following conditions are met:

a. (1) The Net Revenues for the last completed Fiscal Year preceding the issuance of such additional obligations must have been at least equal to 1.25 times the average combined annual interest and principal requirements on all Prior Bonds, the Bonds and any Parity Bonds then outstanding payable from the revenues of the System (other than the Prior Bonds, the Bonds and any Parity Bonds being refunded), and the obligations so proposed to be issued; provided, however, that if prior to the authorization of such additional obligations the City shall have adopted and put into effect a revised schedule of rates, then the Net Revenues of the System for the last completed Fiscal Year which would, in the calculations of a registered municipal advisor, an independent consulting engineer or independent certified public accountant employed for that purpose, have resulted from such rates had they been in effect for such period may be used in lieu of the actual Net Revenues for the last completed Fiscal Year; or

(2) An independent certified public accountant, registered municipal advisor or consulting professional engineer provides calculations setting forth for each of the three Fiscal Years commencing with the Fiscal Year following that in which the projects financed by such additional obligations are to be completed, the projected Net Revenues and the maximum annual interest and principal requirements on all bonds outstanding payable from the Gross Revenues of the System and on the obligations then to be issued (the "Maximum Annual Debt Service Requirement"); and demonstrating that for each such Fiscal Year the projected Net Revenues will be in an amount not less than 125% of such Maximum Annual Debt Service Requirement.

b. The payments required to be made into the funds and accounts enumerated in Section 5 of this Resolution (including the Reserve Account, but not the Surplus Fund) must have been made in full.

c. The additional obligations must have principal maturing on May 1 of each year in which principal falls due and interest falling due on May 1 and November 1 of each year.

d. If the additional obligations are to be secured by the Reserve Account, the amount on deposit in the Reserve Account must be equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as defined in Section 4 of this Resolution.

e. The proceeds of the additional obligations must be used only for the purpose of providing additions, extensions or improvements to the System, or to refund obligations issued for such purpose.

While the Prior Bonds are outstanding, unless waived by the registered owners of the Prior Bonds, the City must also meet the additional bonds test set forth in the Prior Resolution prior to the issuance of Parity Bonds.

Section 9. Application of Bond Proceeds. All accrued interest received from the sale of the Bonds shall be deposited into the Special Redemption Fund. An amount of proceeds of the Bonds sufficient to make the amount on deposit in the Reserve Account equal to the Reserve Requirement shall be deposited in the Reserve Account. The balance of the proceeds, less the expenses incurred in authorizing, issuing and delivering the Bonds, shall be deposited in a special fund designated as "Sewer System Improvement Fund." Said special fund shall be adequately secured and used solely for the purpose of meeting costs of extending, adding to and improving the System, as described in the preamble hereof. The balance of the proceeds, less the expenses incurred in authorizing, issuing and delivering the Bonds, shall be deposited in the Special Redemption Fund for use in payment of principal of and interest on the Bonds.

Section 10. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except:

a. The City may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and

b. This Resolution may be amended, in any respect, with the written consent of the owners of not less than two-thirds of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the City; provided, however, that no amendment shall permit any change in the pledge of Revenues derived from the System, or in the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any

other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 11. Defeasance. When all Bonds have been discharged, all pledges, liens, covenants and other rights granted to the owners thereof by this Resolution shall cease. The City may discharge all Bonds due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if any Bonds should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The City, at its option, may also discharge all Bonds called for redemption on any date when they are prepayable according to their terms, by depositing into a special account on or before that date a sum sufficient to pay them in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The City, at its option, may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the City's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the City's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for. Upon such payment or deposit, in the amount and manner provided by this Section, all liability of the City with respect to the Bonds shall cease, terminate and be completely discharged, and the owners thereof shall be entitled only to payment out of the money so deposited.

Section 12. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the City and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 10, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the City, the governing body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the City, its governing body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 13. 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 Bonds 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 Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 14. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds 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 Bonds 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 Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds 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 Bonds 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 Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 15. Designation as Qualified Tax-Exempt Obligations. The Bonds 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 16. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds 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 17. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the Bond Trust Services Corporation, 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 Bonds.

Section 18. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond 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 Bond 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 Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond 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 Bond or Bonds 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 Bond surrendered for transfer.

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

Section 19. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 20. Condition on Issuance and Sale of the Bonds. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturities, interest rates and purchase price for the Bonds. Satisfaction of such condition shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

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

Section 21. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 22. Official Statement. The Common Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Bonds 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 an 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 of the Bonds, 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 23. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") 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 Bonds 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 Bonds).

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

Section 24. Record Book. 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 Bonds in the Record Book.

Section 25. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, 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 Bond 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 Bonds 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 Bond provided herein.

Section 26. Execution of the Bonds; Closing; Professional Services. The Bonds 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, 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 Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds 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 Bonds 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 Bonds, 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 Bonds is hereby ratified and approved in all respects.

Section 27. Conflicting Ordinances or Resolutions. All prior ordinances, resolutions (other than the Prior Resolution), rules, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolution, the Prior Resolution shall control so long as any Prior Bonds authorized by such resolution are outstanding.

Adopted, approved and recorded March 16, 2026.

Paul Dwyer
Mayor

ATTEST:

Nicole Jacobs
City Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

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

1. Resolution. On March 16, 2026, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$3,815,000 Sewer System Revenue Bonds, Series 2026C of the City (the "Bonds") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Bonds, and to determine the details for the Bonds within the parameters established by the Resolution.

2. Proposal; Terms of the Bonds. [On the date hereof, the Bonds were offered for public sale and the bids set forth on the Bid Tabulation attached hereto as Schedule I and incorporated herein by this reference were received. The institution listed first on the Bid Tabulation, _____ (the "Purchaser") offered to purchase the Bonds in accordance with the terms set forth in the Proposal attached hereto as Schedule II 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 Bonds shall be issued in the aggregate principal amount of \$_____, which is not more than the \$3,815,000 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 Bonds is not more than (a) \$100,000 more or \$50,000 less for the 2027 maturity or mandatory redemption amount and (b) \$100,000 more or less per maturity or mandatory redemption amount for the 2028 through 2046 maturities than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
05-01-2027	\$ 55,000	\$ _____
05-01-2028	140,000	_____
05-01-2029	145,000	_____
05-01-2030	150,000	_____
05-01-2031	155,000	_____
05-01-2032	160,000	_____
05-01-2033	165,000	_____
05-01-2034	170,000	_____
05-01-2035	175,000	_____
05-01-2036	185,000	_____
05-01-2037	190,000	_____
05-01-2038	200,000	_____

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
05-01-2039	\$205,000	\$ _____
05-01-2040	215,000	_____
05-01-2041	225,000	_____
05-01-2042	235,000	_____
05-01-2043	245,000	_____
05-01-2044	255,000	_____
05-01-2045	265,000	_____
05-01-2046	280,000	_____

The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 4.50%, as required by the Resolution.

3. Purchase Price of the Bonds. The Bonds 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 Bonds, which is not less than 98.75% nor more than 110.0% of the principal amount of the Bonds, as required by the Resolution.

4. [Mandatory Redemption of the Bonds. The Proposal specifies that [some of] the Bonds 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. Preliminary Official Statement. The Preliminary Official Statement with respect to the Bonds 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.

6. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Bonds and the debt service schedule attached hereto as Schedule IV is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2026
pursuant to the authority delegated to me in the Resolution.

[_____
Nicholas Morales
City Administrator]

OR

[_____
Justin Derhammer
City Treasurer]

COPY

SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

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

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Pricing Summary

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

(See Attached)

COPY

SCHEDULE IV TO APPROVING CERTIFICATE

Debt Service Schedule

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

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

The Bonds due on May 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from special redemption fund deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on May 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
 STATE OF WISCONSIN
 MONROE COUNTY
 CITY OF TOMAH \$ _____
 SEWER SYSTEM REVENUE BOND, SERIES 2021C

MATURITY DATE ORIGINAL DATE OF ISSUE INTEREST RATE CUSIP
 May 1, _____, 2021 _____%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
 (\$ _____)

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), solely from the fund hereinafter specified, 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 is payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2027, until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond 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 Bond is registered on the Bond Register maintained by Bond Trust Services Corporation (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

The Bonds maturing on May 1, 2035, and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2034, or on any date thereafter. Said Bonds 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 Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the Resolution referenced below at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds 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 Bonds of a maturity are to be called for redemption, the Bonds 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 Bonds 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 Bonds 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 Bonds shall no longer be deemed to be outstanding.

This Bond is one of an issue aggregating \$ _____, issued for the purpose of paying the cost of additions, improvements and extensions to the City's Sewer System, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto and a Resolution adopted March 16, 2026, and entitled: "Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$3,815,000 Sewer System Revenue Bonds, Series 2026C", as supplemented by an Approving Certificate, dated _____, 2026 (collectively, the "Resolution") and is payable only from the income and revenues of said Sewer System. Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Special Redemption Fund", created by a resolution adopted by the City on February 23, 2021 and continued by the Resolution. The Bonds are issued on a parity with the City's Taxable Sewer System Revenue Refunding Bonds, Series 2021C, dated April 15, 2021, as to the pledge of income and revenues of the Sewer System. This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or provision.

This Bond 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 Bond 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 Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond 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 Bond 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 Bonds (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 Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The

Fiscal Agent and City may treat and consider the Depository in whose name this Bond 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 Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

It is hereby certified, recited and declared that all conditions, things and acts required by law to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said City from the operation of its Sewer System has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

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

IN WITNESS WHEREOF, the City of Tomah, Monroe County, Wisconsin, by its governing body, has caused this Bond 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
Mayor

(SEAL)

By: _____
Nicole Jacobs
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned Resolution of the City of Tomah, Wisconsin.

BOND TRUST SERVICES CORPORATION

By _____
Authorized Signatory

COPY

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with 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 Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)



STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approval: Land Lease Agreement

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

Land lease agreement between the City of Tomah and Dale Greeno for the property adjacent to city wells #11 & #12.
The City of Tomah Well Head Protection Plan does not want this land to be farmed with corn or beans. It needs to stay as hay and grass to keep the nitrate levels down. If the city could not find someone to cut this for hay/grass, the city would be responsible for mowing operations. The expense to mow this land for 8hrs (2x times per year) is substantial to the City.

Assuming it takes 8hrs at \$30 per hr. labor would cost \$240 x 2 times/per year = \$480
Charge out rate for tractor/mower is \$173/hr. totaling \$1,384 x 2 times/per year -\$2768

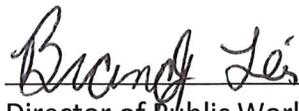
It would cost the city roughly \$3,248 to maintain this piece of land in mowing operations alone.
\$3,248/17acres =\$191 per acres.

Fiscal Note:

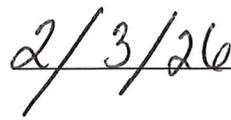
\$2

Recommendation:

It is my recommendation to approve the continued land lease agreement between the City of Tomah and Dale Greeno. This land agreement helps keep costs down for the City and continues to keep the nitrate levels low.



Director of Public Works & Utilities
Brandy Leis



Date

PUBLIC WORKS & UTILITIES

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

LAND LEASE AGREEMENT

Made between City of Tomah (Owner) and Dale Greeno (Lessee). For good consideration it is agreed between the parties as follows:

- 1. Owner hereby leases and rents to Lessee the property described as follows: Approximately 17 acres in the City of Tomah, Section 11, T17N, R1W (Adjacent to City Wells #11 & 12) .
2. This Lease shall be in effect for a term of one year, commencing on: March 1,2026 (Date); and terminating on March 1,2027 (Date).
3. Lessee shall pay Owner the annual rent of Two Dollar (\$2) .
4. Lessee understands that the property could be sold at any time during the lease period and Owner would provide Lessee a period of two weeks to remove any crops.
5. The City of Tomah is not responsible for any damage to crops.
6. The City of Tomah is not responsible for any accident or injury that may occur while the leased property is being farmed.
7. Please list fertilizer / chemicals used and application rates.

In the presence of:

Brandy Leis – Owner Representative

Date

Paul Dwyer– Owner Representative

Date

Dale Greeno – Lessee

Date



STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approval: Boat Dock Length

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

The Lake Committee would like to suggest to the Common Council the change in the maximum dock length from 24 lineal feet to 32 lineal feet.

Fiscal Note:

N/A

Recommendation:

Recommendation to approve the boat dock length change



Director of Public Works & Utilities
Brandy Leis



Date

ORDINANCE NO. _____

**Ordinance Amending Section 30-84(d) 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 30-84(d) of the City of Tomah Municipal Code is hereby amended to read as follows:

- (d) No dock shall exceed a maximum length of 32 lineal feet from the shore and a maximum length of 12' parallel to the shore as defined in section 30-80.

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

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

Paul Dwyer, Mayor

ATTEST:

Nicole Jacobs, City Clerk

READ:

PASSED:

PUBLISHED:

BUDGET TRANSFER REQUEST FORM LEVEL 2 \$2,500-\$9,999

BUDGET TRANSFER DESCRIPTION: This budget amendment provides for the allocation of expenses to the account historically utilized for these funds.

Revenue Budget Line(s) Amended:

Account Name	Account #	Original Budget	Budget Adjustment	Final Budget

Expenditure Budget Line(s) Amended:

Account Name	Account #	Original Budget	Budget Adjustment	Final Budget
GRANTS & DONATION LAW ENFORCEMENT	05-52100-3400	3,000.00	-3,000.00	0.00
COMM SERVICE OPER SUPPLIES	05-52110-3400	0.00	3,000.00	3,000.00

SUBMITTED BY: _____ Police Department _____

DATE: 3/16/2026 _____

APPROVAL BY:  _____ Department Head

APPROVAL BY:  _____ TREASURER

PROCESSED ON: _____