



AGENDA FOR COMMON COUNCIL SPECIAL MEETING

A Common Council Special Meeting meeting will be held on **Thursday, May 29, 2025 at 5:30 PM** in the **Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.**

AMENDED AT 3:21PM ON 28 MAY 2025

Join Zoom Meeting:

<https://zoom.us/j/7689466740?pwd=dEdLR2hXK0ZYMK1qNU5vNFIwMzdSZz09>

Meeting ID: 768 946 6740

Password: Tomah2020

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

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
- [4.](#) Approval: Proposed Issuance of \$2,535,000 City of Tomah (the "City") General Obligation Promissory Notes, Series 2025A (the "Securities")
- [5.](#) Approval: Ordinance Amending Various Sections of Chapter 2, Chapter 10, and Chapter 42 of the City of Tomah Code of Ordinances Effectuating Reinstatement of the City Administrator in lieu of Senior Executive Team

First Reading

Second Reading

Adoption

- [6.](#) Approval: City Administrator Job Description
7. Adjourn to closed session pursuant to Wis Stat 19.85(1):
Considering employment, promotion, compensation, or performance evaluation data of any public employee to discuss staffing and compensation for: Approval of contract terms for City Administrator.

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 for: Approval of negotiating terms for purchase of land.

Common Council Special Meeting – May 29, 2025

ADJOURN

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

May 29, 2025

PRE-SALE REPORT FOR

City of Tomah, Wisconsin

**\$2,535,000 General Obligation Promissory Notes,
Series 2025A**



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Kayla Thorpe, Associate Municipal Advisor
David Ferris, CPA, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$2,535,000 General Obligation Promissory Notes, Series 2025A

Purposes:

The proposed issue includes financing for the following purposes:

To fund 2025 Capital Projects and Purchases, including City Hall IT Equipment, Fire equipment, Police Squads, Parks upgrades, and Street Equipment. 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 \$30,600,000, which is 56% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$24,356,536.

Term/Call Feature:

The Notes are being issued for a term of 20 years. Principal on the Notes will be due on May 1 in the years 2026 through 2045. Interest will be due every six months beginning May 1, 2026.

The Notes 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 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 May 29, 2025, which delegates authority to the City Treasurer or City Clerk 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 \$2,535,000
- * Maximum Bid of 107.0%
- * Minimum Bid of 98.75%
- * Maximum True Interest Cost (TIC) of 5.25%
- * Maturity Schedule Adjustments not to exceed \$175,000 for the 2026 maturity and not to exceed an increase or decrease of \$75,000 for the 2027 through 2024 maturities

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:	May 29, 2025
Due Diligence Call to Review Official Statement:	Week of June 16, 2025
Conference with Rating Agency:	June 16, 2025
Distribute Official Statement:	June 23, 2025
Designated Officials Award Sale of the Notes:	June 30, 2025
Estimated Closing Date:	July 17, 2025

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Estimated Proposed Debt Service Property Tax Impact

G.O. Debt Capacity Analysis

Bond Buyer Index

EHLERS' CONTACTS

Kayla Thorpe, Associate Municipal Advisor	(262) 796-6197
David Ferris, Senior Municipal Advisor	(262) 796-6194
Sue Porter, Lead Public Finance Analyst	(262) 796-6167
Kathy Myers, Senior Financial Analyst	(262) 796-6177

Table 1
Capital Improvements Financing Plan

City of Tomah, WI

	2025					
	G.O. Notes	City Hall Portion	Fire Portion	Parks Portion	Police Portion	Streets Portion
CIP Projects¹						
IT Equipment	25,000	25,000				
Drone	30,000		30,000			
Chief Truck	75,000		75,000			
Firemans Park Upgrades	250,000			250,000		
Flare Avenue Upgrades	75,000			75,000		
Former EMS Building Upgrades	40,000			40,000		
Rec Park Midway Upgrades	200,000			200,000		
2 Squads with Upgitting	123,000				123,000	
Single Axel Plow Truck	250,000					250,000
Foam Machine	100,000					100,000
Seal Coating Projects	250,000					250,000
2000 Pierce Platform	127,452		127,452			
Platform Misc	80,000		80,000			
MSA G1 SCBA X 5	55,527		55,527			
Motorola Radios	56,000		56,000			
Pierce Pumper/Tender	550,000		550,000			
Wildland Fire Equipment	6,000		6,000			
PPE Structural Gear X5	25,000		25,000			
Hurst E-Tools	36,000		36,000			
Brush Truck	75,000		75,000			
Pierce Shelving	9,000		9,000			
Subtotal Project Costs	2,437,979	25,000	1,124,979	565,000	123,000	600,000
CIP Projects¹	2,437,979	25,000	1,124,979	565,000	123,000	600,000
Estimated Issuance Expenses	114,638	1,357	52,910	26,455	5,879	28,038
Municipal Advisor (Ehlers)	34,100	404	15,738	7,869	1,749	8,340
Bond Counsel	20,000	237	9,231	4,615	1,026	4,892
Disclosure Counsel	13,000	154	6,000	3,000	667	3,179
Rating Fee	15,000	178	6,923	3,462	769	3,669
Maximum Underwriter's Discount	12.50 31,688	375	14,625	7,313	1,625	7,750
Paying Agent	850	10	392	196	44	208
Subtotal Issuance Expenses	114,638	1,357	52,910	26,455	5,879	28,038
TOTAL TO BE FINANCED	2,552,617	26,357	1,177,889	591,455	128,879	628,038
Estimated Interest Earnings	3.00% (18,285)	(188)	(8,437)	(4,238)	(923)	(4,500)
Assumed spend down (months)	3.00					
Rounding	668	3,831	548	(2,217)	2,044	(3,538)
NET BOND SIZE	2,535,000	30,000	1,170,000	585,000	130,000	620,000

Notes:

1) Project Total Estimates

Table 2
Allocation of Debt Service - 2025 G.O. Notes

City of Tomah, WI

Year Ending	City Hall Portion				Fire Portion				Parks Portion				Police Portion				Streets Portion				Year Ending	Totals		
	Principal	Est. Rate ¹	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total		Principal (5/1)	Interest	Total
2026	10,000	3.52%	1,185	11,185	60,000	3.52%	59,122	119,122	30,000	3.52%	29,539	59,539	15,000	3.52%	5,841	20,841	35,000	3.52%	31,216	66,216	2026	150,000	126,904	276,904
2027	10,000	3.52%	528	10,528	60,000	3.52%	43,522	103,522	30,000	3.52%	21,744	51,744	15,000	3.52%	3,945	18,945	35,000	3.52%	22,850	57,850	2027	150,000	92,588	242,588
2028	10,000	3.52%	176	10,176	60,000	3.52%	41,410	101,410	30,000	3.52%	20,688	50,688	15,000	3.52%	3,417	18,417	35,000	3.52%	21,618	56,618	2028	150,000	87,308	237,308
2029		3.60%	0	0	60,000	3.60%	39,274	99,274	30,000	3.60%	19,620	49,620	15,000	3.60%	2,883	17,883	35,000	3.60%	20,372	55,372	2029	140,000	82,148	222,148
2030		3.60%	0	0	60,000	3.60%	37,114	97,114	30,000	3.60%	18,540	48,540	15,000	3.60%	2,343	17,343	30,000	3.60%	19,202	49,202	2030	135,000	77,198	212,198
2031		3.65%	0	0	60,000	3.65%	34,939	94,939	30,000	3.65%	17,453	47,453	15,000	3.65%	1,799	16,799	30,000	3.65%	18,114	48,114	2031	135,000	72,304	207,304
2032		3.70%	0	0	60,000	3.70%	32,734	92,734	30,000	3.70%	16,350	46,350	10,000	3.70%	1,340	11,340	30,000	3.70%	17,012	47,012	2032	130,000	67,436	197,436
2033		3.75%	0	0	60,000	3.75%	30,499	90,499	30,000	3.75%	15,233	45,233	10,000	3.75%	968	10,968	30,000	3.75%	15,894	45,894	2033	130,000	62,593	192,593
2034		3.85%	0	0	60,000	3.85%	28,219	88,219	30,000	3.85%	14,093	44,093	10,000	3.85%	588	10,588	30,000	3.85%	14,754	44,754	2034	130,000	57,653	187,653
2035		3.95%	0	0	60,000	3.95%	25,879	85,879	30,000	3.95%	12,923	42,923	10,000	3.95%	198	10,198	30,000	3.95%	13,584	43,584	2035	130,000	52,583	182,583
2036		4.20%	0	0	60,000	4.20%	23,434	83,434	30,000	4.20%	11,700	41,700		4.20%	0	0	30,000	4.20%	12,362	42,362	2036	120,000	47,496	167,496
2037		4.20%	0	0	60,000	4.20%	20,914	80,914	30,000	4.20%	10,440	40,440		4.20%	0	0	30,000	4.20%	11,102	41,102	2037	120,000	42,456	162,456
2038		4.20%	0	0	60,000	4.20%	18,394	78,394	30,000	4.20%	9,180	39,180		4.20%	0	0	30,000	4.20%	9,842	39,842	2038	120,000	37,416	157,416
2039		4.20%	0	0	60,000	4.20%	15,874	75,874	30,000	4.20%	7,920	37,920		4.20%	0	0	30,000	4.20%	8,582	38,582	2039	120,000	32,376	152,376
2040		4.35%	0	0	50,000	4.35%	13,527	63,527	30,000	4.35%	6,638	36,638		4.35%	0	0	30,000	4.35%	7,299	37,299	2040	110,000	27,463	137,463
2041		4.35%	0	0	50,000	4.35%	11,352	61,352	30,000	4.35%	5,333	35,333		4.35%	0	0	35,000	4.35%	5,885	40,885	2041	115,000	22,569	137,569
2042		4.40%	0	0	50,000	4.40%	9,164	59,164	30,000	4.40%	4,020	34,020		4.40%	0	0	35,000	4.40%	4,354	39,354	2042	115,000	17,538	132,538
2043		4.48%	0	0	50,000	4.48%	6,944	56,944	30,000	4.48%	2,688	32,688		4.48%	0	0	35,000	4.48%	2,800	37,800	2043	115,000	12,432	127,432
2044		4.48%	0	0	55,000	4.48%	4,592	59,592	30,000	4.48%	1,344	31,344		4.48%	0	0	35,000	4.48%	1,232	36,232	2044	120,000	7,168	127,168
2045		4.48%	0	0	75,000	4.48%	1,680	76,680	15,000	4.48%	336	15,336		4.48%	0	0	10,000	4.48%	224	10,224	2045	100,000	2,240	102,240
Total	30,000		1,889	31,889	1,170,000		498,586	1,668,586	585,000		245,779	830,779	130,000		23,318	153,318	620,000		258,294	878,294	Total	2,535,000	1,027,867	3,562,867

Notes:
1) Estimated Rate assumes A+ sale of 4/22/25 + .35



Table 3
Financing Plan Tax Impact
City of Tomah, WI

Year	Existing Debt														Proposed Debt					Year		
	Total Debt	G.O. Debt	Less:	Less:	Less:	Less:	Less:	Less:	Less:	Less:	Net Debt Service	Change From Prior	Equalized Value (TID OUT)	Tax Rate	Annual Taxes \$100,000	2025 G.O. Notes 2,535,000 Dated: 7/17/2025	Debt Service Levy		Taxes			
																	Total Net Debt	Levy Change from Prior	Total Tax Rate for		Annual Taxes \$100,000	Annual Taxes Difference
Ending	Payments	Credits	Facility Fees	Park & Rec Fees	Sales Tax	TID 8	TID 9	TID 10	Sewer	Water	Levy	Year Levy		Per \$1,000	Home	Total Principal and Interest	Service Levy	Year	Debt Service	Home	From Existing	Ending
2025	3,511,757	(16,736)	(569,275)	(72,150)	(158,583)	(402,553)	(41,104)	(73,750)	(78,428)	(55,168)	2,044,011		914,797,200	\$2.23	\$223.44	0	2,044,011		\$2.23	\$223	\$0.00	2025
2026	3,291,590	0	(553,025)	(75,525)	(158,550)	(405,886)	(40,675)	(47,025)	(76,673)	(53,705)	1,880,526	(163,485)	943,547,893	\$1.99	\$199.30	276,904	2,157,430	113,419	\$2.29	\$229	\$29	2026
2027	3,177,801	0	(536,775)	(78,650)	(155,150)	(428,470)	(40,194)	(45,675)	(74,963)	(57,209)	1,760,716	(119,810)	973,202,177	\$1.81	\$180.92	242,588	2,003,304	(154,126)	\$2.06	\$206	\$25	2027
2028	2,991,003	0	(520,525)	(76,650)	(156,650)	(415,343)	(39,660)	0	(78,181)	(50,713)	1,653,281	(107,435)	1,003,788,451	\$1.65	\$164.70	237,308	1,890,589	(112,715)	\$1.88	\$188	\$24	2028
2029	2,808,015	0	(504,275)	(74,650)	(157,925)	(421,826)	(39,074)	0	(76,329)	0	1,533,936	(119,345)	1,035,336,004	\$1.48	\$148.16	222,148	1,756,084	(134,505)	\$1.70	\$170	\$21	2029
2030	2,670,096	0	(488,025)	(77,525)	(154,075)	(427,820)	(38,444)	0	(79,405)	0	1,404,803	(129,134)	1,067,875,050	\$1.32	\$131.55	212,198	1,617,001	(139,084)	\$1.51	\$151	\$20	2030
2031	2,434,006	0	(471,775)	(75,275)	(160,000)	(319,534)	(37,770)	0	(77,410)	0	1,292,243	(112,560)	1,101,436,749	\$1.17	\$117.32	207,304	1,499,547	(117,454)	\$1.36	\$136	\$19	2031
2032	2,298,391	0	(455,525)	(73,025)	(155,700)	(317,120)	(37,070)	0	(80,344)	0	1,179,608	(112,635)	1,136,053,241	\$1.04	\$103.83	197,436	1,377,043	(122,504)	\$1.21	\$121	\$17	2032
2033	2,199,498	0	(436,000)	(75,650)	(156,275)	(319,454)	(41,290)	0	(78,206)	0	1,092,623	(86,985)	1,171,757,677	\$0.93	\$93.25	192,593	1,285,216	(91,828)	\$1.10	\$110	\$16	2033
2034	2,150,868	0	(424,800)	(73,400)	(156,900)	(311,606)	(40,430)	0	(76,069)	0	1,067,663	(24,960)	1,208,584,249	\$0.88	\$88.34	187,653	1,255,316	(29,900)	\$1.04	\$104	\$16	2034
2035	1,890,725	0	(413,600)	(71,400)	(157,600)	(229,548)	0	0	0	0	1,018,578	(49,085)	1,246,568,225	\$0.82	\$81.71	182,583	1,201,161	(54,155)	\$0.96	\$96	\$15	2035
2036	1,851,761	0	(402,000)	(74,300)	(158,100)	(228,206)	0	0	0	0	989,155	(29,423)	1,285,745,981	\$0.77	\$76.93	167,496	1,156,651	(44,510)	\$0.90	\$90	\$13	2036
2037	1,521,200	0	(390,400)	(72,100)	(158,400)	0	0	0	0	0	900,300	(88,855)	1,326,155,033	\$0.68	\$67.89	162,456	1,062,756	(93,895)	\$0.80	\$80	\$12	2037
2038	1,461,400	0	(377,600)	(74,800)	(158,500)	0	0	0	0	0	850,500	(49,800)	1,367,834,081	\$0.62	\$62.18	157,416	1,007,916	(54,840)	\$0.74	\$74	\$12	2038
2039	1,318,700	0	(364,800)	(72,400)	(158,400)	0	0	0	0	0	723,100	(127,400)	1,410,823,039	\$0.51	\$51.25	152,376	875,476	(132,440)	\$0.62	\$62	\$11	2039
2040	1,263,100	0	(352,000)	(74,900)	(158,100)	0	0	0	0	0	678,100	(45,000)	1,455,163,074	\$0.47	\$46.60	137,463	815,563	(59,913)	\$0.56	\$56	\$9	2040
2041	1,168,700	0	(339,200)	(77,200)	(157,600)	0	0	0	0	0	594,700	(83,400)	1,500,896,650	\$0.40	\$39.62	137,569	732,269	(83,294)	\$0.49	\$49	\$9	2041
2042	1,130,200	0	(326,400)	(74,400)	(156,900)	0	0	0	0	0	572,500	(22,200)	1,548,067,563	\$0.37	\$36.98	132,538	705,038	(27,231)	\$0.46	\$46	\$9	2042
2043	317,300	0	0	(76,500)	(156,000)	0	0	0	0	0	84,800	(487,700)	1,596,720,987	\$0.05	\$5.31	127,432	212,232	(492,806)	\$0.13	\$13	\$8	2043
2044	158,100	0	0	0	(76,500)	0	0	0	0	0	81,600	(3,200)	1,646,903,514	\$0.05	\$4.95	127,168	208,768	(3,464)	\$0.13	\$13	\$8	2044
2045	0	0	0	0	0	0	0	0	0	0	0	(81,600)	1,698,663,202	\$0.00	\$0.00	102,240	102,240	(106,528)	\$0.06	\$6	\$6	2045
2046	0	0	0	0	0	0	0	0	0	0	0	0	1,752,049,619	\$0.00	\$0.00	0	0	(102,240)	\$0.00	\$0	\$0	2046
2047	0	0	0	0	0	0	0	0	0	0	0	0	1,807,113,890	\$0.00	\$0.00	0	0	0	\$0.00	\$0	\$0	2047
2048	0	0	0	0	0	0	0	0	0	0	0	0	1,863,908,748	\$0.00	\$0.00	0	0	0	\$0.00	\$0	\$0	2048
2049	0	0	0	0	0	0	0	0	0	0	0	0	1,922,488,582	\$0.00	\$0.00	0	0	0	\$0.00	\$0	\$0	2049
2050	0	0	0	0	0	0	0	0	0	0	0	0	1,982,909,492	\$0.00	\$0.00	0	0	0	\$0.00	\$0	\$0	2050
2051	0	0	0	0	0	0	0	0	0	0	0	0	2,045,229,340	\$0.00	\$0.00	0	0	0	\$0.00	\$0	\$0	2051
2052	0	0	0	0	0	0	0	0	0	0	0	0	2,109,507,807	\$0.00	\$0.00	0	0	0	\$0.00	\$0	\$0	2052
2053	0	0	0	0	0	0	0	0	0	0	0	0	2,175,806,449	\$0.00	\$0.00	0	0	0	\$0.00	\$0	\$0	2053
2054	0	0	0	0	0	0	0	0	0	0	0	0	2,244,188,756	0	0	0	0	0	0	0	0	2054
Total	39,614,210	(16,736)	(7,926,000)	(1,420,500)	(3,065,908)	(4,227,365)	(395,710)	(166,450)	(776,006)	(216,794)	21,402,741					3,562,867				299	Total	

Notes:



Table 4**General Obligation Debt Capacity Analysis - Impact of Financing Plan***City of Tomah, WI*

Existing Debt				
Year Ending	Projected Equalized Value (TID IN) ¹	Debt Limit	Existing Principal Outstanding	% of Limit
2025	1,099,130,724	54,956,536	28,065,000	51%
2026	1,148,213,275	57,410,664	25,785,000	45%
2027	1,199,487,646	59,974,382	23,540,000	39%
2028	1,253,051,714	62,652,586	21,405,000	34%
2029	1,309,007,728	65,450,386	19,380,000	30%
2030	1,367,462,502	68,373,125	17,420,000	25%
2031	1,428,527,621	71,426,381	15,620,000	22%
2032	1,492,319,650	74,615,982	13,880,000	19%
2033	1,558,960,363	77,948,018	12,170,000	16%
2034	1,628,576,969	81,428,848	10,450,000	13%
2035	1,701,302,360	85,065,118	8,935,000	11%
2036	1,777,275,361	88,863,768	7,405,000	8%
2037	1,856,640,996	92,832,050	6,155,000	7%
2038	1,939,550,767	96,977,538	4,915,000	5%
2039	2,026,162,938	101,308,147	3,770,000	4%
2040	2,116,642,845	105,832,142	2,635,000	2%
2041	2,211,163,203	110,558,160	1,550,000	1%
2042	2,309,904,443	115,495,222	460,000	0%
2043	2,413,055,050	120,652,753	155,000	0%
2044	2,520,811,930	126,040,596	0	0%
2045	2,633,380,778	131,669,039	0	0%

Proposed Debt				
Combined Principal Existing & Proposed				Year Ending
2025 G.O. Notes		% of Limit	Residual Capacity	
2,535,000	\$30,600,000	56%	\$24,356,536	2025
2,385,000	\$28,170,000	49%	\$29,240,664	2026
2,235,000	\$25,775,000	43%	\$34,199,382	2027
2,085,000	\$23,490,000	37%	\$39,162,586	2028
1,945,000	\$21,325,000	33%	\$44,125,386	2029
1,810,000	\$19,230,000	28%	\$49,143,125	2030
1,675,000	\$17,295,000	24%	\$54,131,381	2031
1,545,000	\$15,425,000	21%	\$59,190,982	2032
1,415,000	\$13,585,000	17%	\$64,363,018	2033
1,285,000	\$11,735,000	14%	\$69,693,848	2034
1,155,000	\$10,090,000	12%	\$74,975,118	2035
1,035,000	\$8,440,000	9%	\$80,423,768	2036
915,000	\$7,070,000	8%	\$85,762,050	2037
795,000	\$5,710,000	6%	\$91,267,538	2038
675,000	\$4,445,000	4%	\$96,863,147	2039
565,000	\$3,200,000	3%	\$102,632,142	2040
450,000	\$2,000,000	2%	\$108,558,160	2041
335,000	\$795,000	1%	\$114,700,222	2042
220,000	\$375,000	0%	\$120,277,753	2043
100,000	\$100,000	0%	\$125,940,596	2044
0	\$0	0%	\$131,669,039	2045

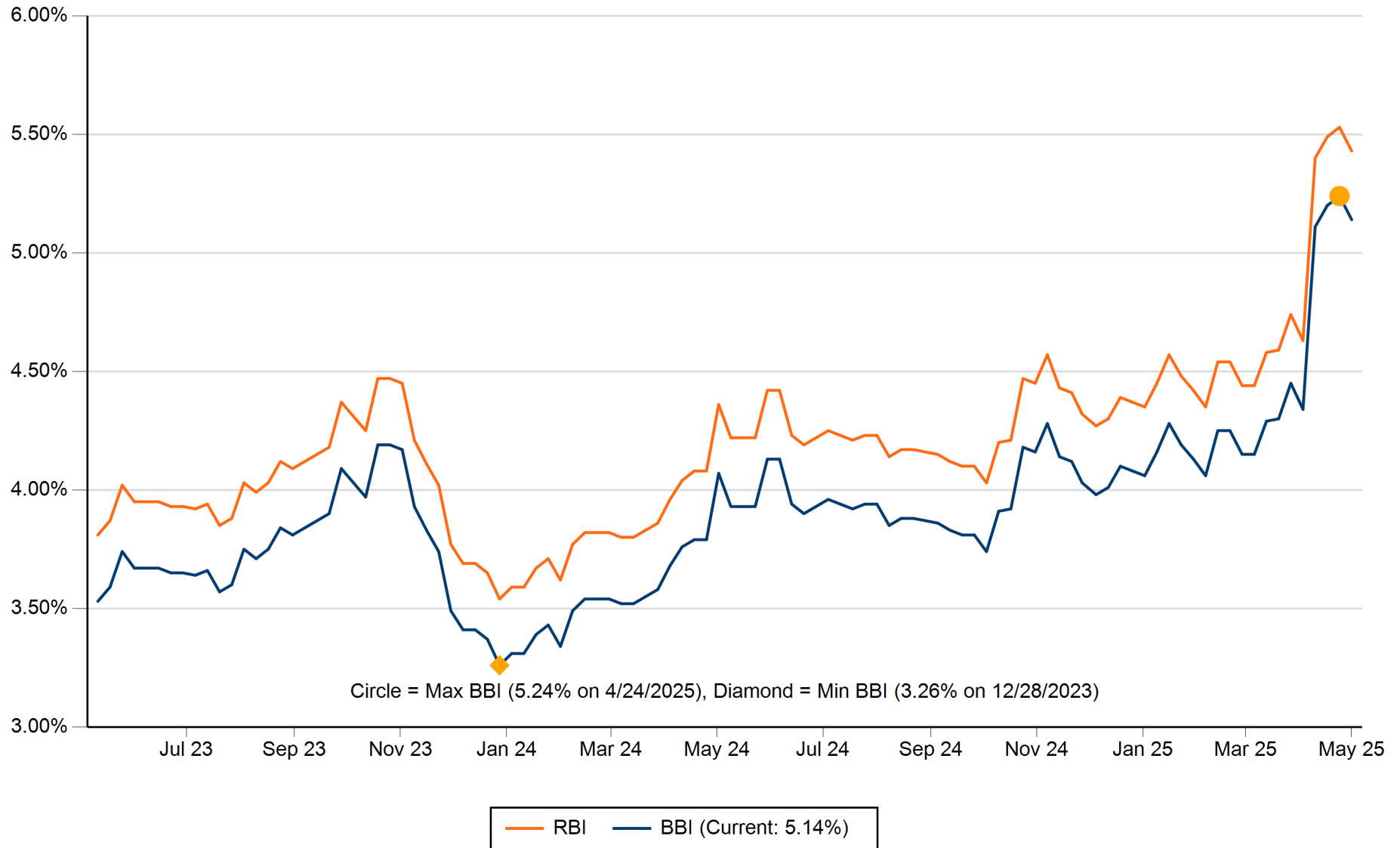
Notes:

1) Projected TID IN EV based on 5-year average at 0.0446557899469974 % annual inflation.

2 YEAR TREND IN MUNICIPAL BOND INDICES

Item 4.

Weekly Rates May, 2023 - May, 2025



Source: The Bond Buyer

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+.

City of Tomah, Wisconsin
Schedule of Bonded Indebtedness
General Obligation Debt Secured by Taxes
(As of 07/17/2025)

	Corporate Purpose Bonds Series 2017A		Promissory Notes Series 2020A		Taxable Refunding Bonds Series 2020B		Taxable Refunding Bonds Series 2021A		Corporate Purpose Bonds Series 2022A	
Dated	03/30/2017		06/11/2020		06/11/2020		04/15/2021		06/23/2022	
Amount	\$6,320,000		\$2,100,000		\$1,480,000		\$3,785,000		\$18,075,000	
Maturity	03/01		06/01		03/01		05/01		05/01	
Calendar Year Ending	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2025	0	58,853	0	6,300	0	9,000	0	14,199	0	314,213
2026	360,000	112,575	120,000	10,800	105,000	17,318	495,000	25,923	945,000	604,800
2027	380,000	102,030	100,000	7,500	105,000	15,874	500,000	20,323	885,000	559,050
2028	395,000	90,986	100,000	5,000	105,000	14,273	435,000	14,044	810,000	516,675
2029	365,000	80,156	100,000	3,000	105,000	12,514	440,000	7,370	710,000	478,675
2030	385,000	69,469	100,000	1,000	110,000	10,578	220,000	1,925	825,000	440,300
2031	385,000	58,496			110,000	8,460			975,000	395,300
2032	395,000	47,381			110,000	6,260			905,000	348,300
2033	400,000	36,053			120,000	3,870			850,000	308,675
2034	400,000	24,653			120,000	1,290			850,000	278,925
2035	330,000	14,250							830,000	249,575
2036	335,000	4,774							830,000	219,488
2037									915,000	187,700
2038									895,000	151,500
2039									880,000	116,000
2040									860,000	81,200
2041									800,000	48,000
2042									800,000	16,000
2043										
2044										
2045										
	4,130,000	699,675	520,000	33,600	990,000	99,435	2,090,000	83,783	14,565,000	5,314,375

--Continued on next page

City of Tomah, Wisconsin
Schedule of Bonded Indebtedness continued
General Obligation Debt Secured by Taxes
(As of 07/17/2025)

	Corporate Purpose Bonds Series 2023A		Promissory Notes Series 2024A		Promissory Notes Series 2025A							
Dated	07/27/2023		07/16/2024		07/17/2025							
Amount	\$3,595,000		\$2,605,000		\$2,535,000*							
Maturity	05/01		05/01		05/01							
Calendar Year Ending	Principal	Interest	Principal	Interest	Principal	Estimated Interest	Total Principal	Total Interest	Total P & I	Principal Outstanding	% Paid	Calendar Year Ending
2025	0	74,300	0	48,700	0	0	0	525,564	525,564	30,600,000	.00%	2025
2026	145,000	144,975	110,000	95,200	150,000	126,895	2,430,000	1,138,485	3,568,485	28,170,000	7.94%	2026
2027	165,000	137,225	110,000	90,800	150,000	92,582	2,395,000	1,025,383	3,420,383	25,775,000	15.77%	2027
2028	175,000	128,725	115,000	86,300	150,000	87,302	2,285,000	943,304	3,228,304	23,490,000	23.24%	2028
2029	190,000	119,600	115,000	81,700	140,000	82,142	2,165,000	865,157	3,030,157	21,325,000	30.31%	2029
2030	205,000	109,725	115,000	77,100	135,000	77,192	2,095,000	787,288	2,882,288	19,230,000	37.16%	2030
2031	210,000	99,350	120,000	72,400	135,000	72,298	1,935,000	706,304	2,641,304	17,295,000	43.48%	2031
2032	210,000	88,850	120,000	67,600	130,000	67,429	1,870,000	625,820	2,495,820	15,425,000	49.59%	2032
2033	220,000	78,100	120,000	62,800	130,000	62,587	1,840,000	552,084	2,392,084	13,585,000	55.60%	2033
2034	225,000	68,100	125,000	57,900	130,000	57,647	1,850,000	488,514	2,338,514	11,735,000	61.65%	2034
2035	230,000	59,000	125,000	52,900	130,000	52,577	1,645,000	428,302	2,073,302	10,090,000	67.03%	2035
2036	235,000	49,700	130,000	47,800	120,000	47,489	1,650,000	369,250	2,019,250	8,440,000	72.42%	2036
2037	205,000	40,900	130,000	42,600	120,000	42,449	1,370,000	313,649	1,683,649	7,070,000	76.90%	2037
2038	210,000	32,600	135,000	37,300	120,000	37,409	1,360,000	258,809	1,618,809	5,710,000	81.34%	2038
2039	130,000	25,800	135,000	31,900	120,000	32,369	1,265,000	206,069	1,471,069	4,445,000	85.47%	2039
2040	135,000	20,500	140,000	26,400	115,000	27,348	1,250,000	155,448	1,405,448	3,195,000	89.56%	2040
2041	145,000	14,900	140,000	20,800	115,000	22,345	1,200,000	106,045	1,306,045	1,995,000	93.48%	2041
2042	145,000	9,100	145,000	15,100	115,000	17,314	1,205,000	57,514	1,262,514	790,000	97.42%	2042
2043	155,000	3,100	150,000	9,200	110,000	12,320	415,000	24,620	439,620	375,000	98.77%	2043
2044			155,000	3,100	110,000	7,392	265,000	10,492	275,492	110,000	99.64%	2044
2045					110,000	2,464	110,000	2,464	112,464	0	100.00%	2045
	3,335,000	1,304,550	2,435,000	1,027,600	2,535,000	1,027,547	30,600,000	9,590,564	40,190,564			

* Preliminary, subject to change.

City of Tomah, Wisconsin
Schedule of Bonded Indebtedness
Revenue Debt Secured by Wastewater Revenues
(As of 07/17/2025)

Taxable Sewer Rev Bds Series 2021C								
Dated	04/15/2021							
Amount	\$735,000							
Maturity	05/01							
Calendar Year Ending	Principal	Interest	Total Principal	Total Interest	Total P & I	Principal Outstanding	% Paid	Calendar Year Ending
2025	0	4,325	0	4,325	4,325	445,000	.00%	2025
2026	95,000	7,700	95,000	7,700	102,700	350,000	21.35%	2026
2027	100,000	5,750	100,000	5,750	105,750	250,000	43.82%	2027
2028	100,000	3,750	100,000	3,750	103,750	150,000	66.29%	2028
2029	100,000	1,875	100,000	1,875	101,875	50,000	88.76%	2029
2030	50,000	500	50,000	500	50,500	0	100.00%	2030
	445,000	23,900	445,000	23,900	468,900			

City of Tomah, Wisconsin
Schedule of Bonded Indebtedness
Revenue Debt Secured by Water Revenues
(As of 07/17/2025)

	Water System Revenue Bonds (SDWFL) Series 2006		Water System Revenue Bonds (SDWFL) Series 2016		Water System Revenue Bonds (SDWFL) Series 2018		Taxable Water Rev Bds Series 2021B							
Dated Amount	12/27/2006 \$1,635,913		06/22/2016 \$715,010		05/01/2018 \$791,475		04/15/2021 \$1,125,000							
Maturity	05/01		05/01		05/01		05/01							
Calendar Year Ending	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Total Principal	Total Interest	Total P & I	Principal Outstanding	% Paid	Calendar Year Ending
2025	0	700	0	2,045	0	2,997	0	6,744	0	12,486	12,486	1,736,664	.00%	2025
2026	94,226	700	35,735	3,913	38,406	5,779	155,000	11,938	323,366	22,330	345,696	1,413,298	18.62%	2026
2027			36,089	3,558	38,837	5,346	160,000	8,788	234,925	17,691	252,616	1,178,372	32.15%	2027
2028			36,446	3,199	39,272	4,908	165,000	5,538	240,718	13,644	254,362	937,654	46.01%	2028
2029			36,807	2,836	39,713	4,465	165,000	2,444	241,520	9,745	251,264	696,134	59.92%	2029
2030			37,171	2,470	40,158	4,017	50,000	500	127,330	6,987	134,316	568,805	67.25%	2030
2031			37,539	2,100	40,609	3,564			78,148	5,664	83,812	490,656	71.75%	2031
2032			37,911	1,726	41,065	3,105			78,976	4,832	83,807	411,681	76.29%	2032
2033			38,286	1,349	41,525	2,642			79,812	3,991	83,803	331,869	80.89%	2033
2034			38,665	968	41,991	2,174			80,657	3,142	83,799	251,213	85.53%	2034
2035			39,048	584	42,463	1,700			81,511	2,284	83,794	169,702	90.23%	2035
2036			39,435	195	42,939	1,221			82,374	1,416	83,789	87,329	94.97%	2036
2037					43,421	736			43,421	736	44,157	43,908	97.47%	2037
2038					43,908	246			43,908	246	44,154	0	100.00%	2038
	94,226	1,399	413,132	24,943	534,306	42,901	695,000	35,950	1,736,664	105,193	1,841,856			



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Tucson
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May 22, 2025

VIA EMAIL

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

Scope of Engagement Re: Proposed Issuance of \$2,535,000 City of Tomah (the "City")
General Obligation Promissory Notes, Series 2025A (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.

QB\96515115.1

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.

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.

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.

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 \$19,450 for our services as bond counsel, and \$12,650 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
May 22, 2025
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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.

Justin Derhammer
May 22, 2025
Page 7

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.

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*_{irsh}
Bridgette Keating

BJK:FCD:TDC:ESH
cc: Nicole Jacobs (via email)
Kayla Thorpe (via email)
David Ferris (via email)
Kathy Myers (via email)
Sue Porter (via email)
Frank DeGuire (via email)
Elizabeth Henning (via email)
Alex Gore (via email)
Thomas Cameron (via email)
Jess Kaye (via email)
bondsale@ehlers-inc.com

Accepted and Approved:

CITY OF TOMAH

By: _____
Its: _____
Title
Date: _____

ORDINANCE NO. _____

Ordinance Amending Various Sections of Chapter 2, Chapter 10, and Chapter 42 of the
City of Tomah Code of Ordinances Effectuating Reinstatement of the
City Administrator in lieu of Senior Executive Team

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

SECTION ONE:

Sec. 2-1. - Form of government; Duties of mayor with Administrator; .

(a) The city operates under the mayor-council form of government with the established office of a city administrator as set forth in Section 2-65 of the ordinances of the city.

(b) Duties of mayor with administrator. The duties and authority of the mayor with the established office of a city administrator are as follows:

- (1) Serve as the chief executive officer of the city, performing executive responsibilities by monitoring the activities of the administrator and the various departments of city government to see that city ordinances and state laws are enforced;
- (2) Serve as the policy leader for the community, providing policy information and recommendations to the council as the mayor may deem advantageous to the city;
- (3) Preside over the city council as set forth in Section 2-26 of the ordinances of the city;
- (4) Vote in the event of a tie vote by the council as set forth in Section 2-27 of this ordinances of the city;
- (5) Veto power as to all acts of the council, except such as to which it is expressly or by necessary implication otherwise provided as set forth in sec. 62.09(8)(c), Stats.
- (6) Serve as the chief representative of the city in relations with the media.
- (7) Represent the city in meetings with and presentations to other governmental units, community groups and other groups;
- (8) Work with residents of the community in receiving their comments and complaints and seeking appropriate responses, in conjunction with the administrator and, if desired, the council.
- (9) Serve as the head of the fire and police departments, in conjunction with, and subject to, the authority and duties delegated to the city administrator as set forth in Section 2-65 of the code of ordinances of the city.

SECTION TWO: Paragraph 13 of Section 2-33. – Powers and duties of the committee is hereby amended to read the following:(13) After completion by the City Administrator, to approve the evaluations of the department head, including the chiefs of the police and fire departments, and to develop and implement a process of effectively evaluating the performance of all city employees, in cooperation with the City Administrator, in a manner that is not inconsistent with state law, this code, and the ordinances of the city.

SECTION THREE: Section 2-64. – City attorney is hereby amended to read as follows:

Section 2-64. – City Attorney.

- (1) *Appointment.* The city attorney shall be appointed by the city council and shall serve a one-year term commencing on the third Tuesday in April in the year of election. He/She shall serve until his/her successor is appointed and qualified.
- (2) *Defense of city officers or employees.* The city attorney's office and/or its designee shall be authorized to defend actions brought against any officer or employee of the City of Tomah, or of any board, committee or commission of the city, which grew out of any acts done in the course of employment, or out of any alleged breach of duty as an officer or employee. This authorization shall neither apply to any such actions which are brought to determine the right of such officer or employee to hold or retain that person's office or position, nor to actions brought by the city against any such officer or employee. Any such representation commenced pursuant to this authorization shall first be approved by the City Administrator.

SECTION FOUR: Section 2-65. –City Administrator is hereby amended to read as follows:

2-65 City Administrator.

- (a) *Office established; purpose.* To provide the city with a more efficient, effective and responsible government under a government system of a part-time mayor and council, there is hereby created the the office of City Administrator.
- (b) *Appointment, term and removal.* The City Administrator shall be appointed on the basis of merit with due regard to training, experience, administrative ability and general fitness for the office, by the City Council. The terms of holding office, and the removal therefrom, shall be in accordance with an employment contract
- (c) *Powers and duties.* The City Administrator shall serve as the chief administrative officer and as the highest ranking non-elected official of the city, responsible only to the mayor and the council for the proper administration of the business affairs of the city, pursuant to the statutes of the State of Wisconsin, the ordinances of the City of Tomah, and the resolutions and directives of the council, with the following powers and duties: :

- (1) Recommend to the mayor and council the appointment, promotion, and when necessary for the good of the City, the suspension, termination or discipline of all department heads, and other city employees in consultation with the appropriate department head, in a manner that is not inconsistent with state law, this Code, and the ordinances of the city;
- (2) Carry out directives of the mayor and city council involving administrative implementation or direction and coordination of the various city departments, reporting promptly to the mayor and council any difficulties encountered herein;
- (3) Direct, coordinate and expedite the activities of all city departments, except for the authority vested by the state law in certain boards and commissions;
- (4) Administer all day-to-day operations and services provided by the city, including the supervision of all departments in the monitoring and enforcement of all city ordinances, resolutions, state statutes and council directives;
- (5) Establish and implement administrative procedures to increase the effectiveness and efficiency of city government operations that are fully consistent with approved policies established by the city council;
- (6) Represent the city in matters involving legislative and inter-governmental affairs as authorized and directed as to that representation by the mayor and council;
- (7) Submit, as deemed necessary, recommendations or suggestions to the mayor and city council for improving the health, safety or welfare of the city, its employees and its citizens;
- (8) Promote the economic well-being and growth of the city through public and private sector cooperation;
- (9) Keep the mayor and council informed about activities of the Administrator's office and city departments through oral and written reports;
- (10) Serve as personnel officer for the city with responsibilities to see that complete and current personnel records, including specific job descriptions, for all city employees are kept; evaluate in conjunction with department heads the performance of all employees on a regular basis; recommend salary and wage scales for city employees not covered by collective bargaining agreements; develop and enforce high standards of performance by city employees; assure that city employees have proper working conditions; work closely with department heads to promptly resolve personnel problems or grievances;
- (11) Participate in the negotiation of all collective bargaining agreements with city-recognized bargaining units in conjunction with the city attorney;
- (12) Coordinate and supervise all negotiations with developers seeking annexation or rezoning;

- (13) Develop and implement a process of effectively evaluating the performance of all city employees in a manner that is not inconsistent with state law, this Code, and the ordinances of the city
- (14) Attend council meetings and other committee and commission meetings as directed by the mayor or council as required in the performance of administrative duties;
- (15) Direct and coordinate the preparation and administration of the annual city budget in accordance with guidelines as may be provided by the city council and in coordination with department heads, and pursuant to state statutes, for review and approval by the mayor and city council;
- 16) Report regularly to the council on the current fiscal position of the city.
- 17) Supervise the accounting system of the city and ensure the system employs methods in accordance with current professional accounting practices;
- (18) Serve as the purchasing agent for the city, supervising all purchasing and contracting for supplies and services, subject to the purchasing procedures and policies established by the council and any limitation contained in the Wisconsin State Statutes;
- (19) Work closely with department heads to ensure that employees receive adequate opportunities for training to maintain and improve their job-related knowledge and skills and to act as the approving authority for requests by employees to attend conferences, meetings, training schools, and similar events, provided funds have been budgeted for these activities;
- (20) In coordination with the mayor, the council and the clerk, cause to be prepared the agenda for all meetings of the council, all council committees, and all other appropriate committees and commissions of the city, together with the supporting material as may be required; with nothing herein being so construed as to give the City Administrator authority to limit or in any way prevent matters from being considered by the city council, or any of its committees and commissions.
- (21) Oversee and administer the Tax Incremental Finance (TIF) District within the city budget.
- (22) Oversee the rental and upkeep of the Senior Center building complex in conjunction with the senior services director.
- (23) Oversee the City of Tomah Super Fund sites in conjunction with the city attorney.
- (24) Serve as ex-officio nonvoting member of all boards, commission and committees of the city, except as specified by the council or Wisconsin State Statutes;
- (25) Keep informed concerning current federal, state and county legislation and administrative rules affecting the city and submit appropriate reports and recommendations thereon to the council.

(26) Keep informed concerning the availability of federal, state and county funds for local programs. Assist department heads and the council in obtaining these funds under the direction of the mayor and the council;

(27) Act as public information officer for the city with the responsibility of ensuring that the news media are kept informed about the operations of the city and that all open meeting rules and regulations are followed.

(28) Establish and maintain procedures to facilitate communications between citizens and city government to ensure that complaints, grievances, recommendations and other matters receive proper attention by the responsible official, and to assure that all such matters are expeditiously resolved;

(29) Serve as the city comptroller in accordance with sec. 62.09(10), Stats.

SECTION FIVE: Section 2-68. –Director of Public Works and Utilities is hereby amended to read as follows:

Section 2-68. –Director of Public Works and Utilities.

The director of public works and utilities shall be selected by a panel consisting of the mayor, city council, City Administrator and chairperson of the committee of jurisdiction with appointment being at the discretion of the city council for an indefinite term.

SECTION SIX: Section 2-457. –Meetings and quorum is hereby amended to read as follows:

Section 2-457. –Meetings and quorum.

Meetings shall be held at the direction of the public works and utilities director, City Administrator, or common council. Four members shall constitute a quorum and all actions shall require an affirmative approval of a majority of all of the members.

SECTION SEVEN: Section 2-515. –Composition is hereby amended to read as follows:

Sec. 2-515. - Composition.

The joint city/school planning committee shall consist of two members of the common council, two members of the school board, City Administrator, police chief, school superintendent and one school administrator.

SECTION EIGHT: Section 2-543. –Composition is hereby amended to read as follows:

Sec. 2-543. - Composition.

The emergency management committee shall consist of the mayor, City Administrator, chief of police, public safety director/fire chief, director of public works and utilities, representative as

designated by Tomah Health, Tomah VA Medical Center and Tomah Area School District, Monroe County Emergency Management Coordinator, and the city attorney.

SECTION NINE: Sec. 2-770. Alternative procedure is hereby amended to read as follows:

Sec. 2-770. Alternative procedure.

Should it be deemed necessary that payments be made from the city treasury other than designated in section 2-769, the council may authorize that those payments may be made weekly only after the City Administrator-audits and approves each claim as a proper charge against the treasury and endorses his/her approval on the claim after having determined:

- (1) That funds are available pursuant to the budget approved by the governing body.
- (2) That the item or service covered by the claim has been duly authorized by the proper official, department head, board or commission.
- (3) That the item or service has been actually supplied or rendered in conformity with the authorization.
- (4) That the claim is just and valid pursuant to law. The City Administrator may require the submission of the proof and evidence to support the foregoing as in that officer's discretion may be deemed necessary.

SECTION TEN: Sec. 2-772. Monthly list of claims is hereby amended to read as follows:

Sec. 2-772. Monthly list of claims.

A monthly list of all claims that are paid pursuant to this article shall be provided to the committee of the whole for approval. Said list shall show the date paid, name of claimant, purpose and amount. The monthly resolution submitted to the city council for approval that authorizes payment of bills shall include the total of payments made during that month that were authorized by the City Administrator under this section.

SECTION ELEVEN: Sec. 2-800. Departmental estimates is hereby amended to read as follows:

Sec. 2-800. Departmental estimates.

On or before October 1 of each year, each officer, department or board shall file with the City Administrator an itemized statement of disbursements made to carry out the powers and duties of the officer or department during the preceding fiscal year, a detailed statement of the receipts and disbursements on account of any special fund under the supervision of the officer or department during the year and of the condition and management of the fund, and also detailed estimates of the same matters for the current fiscal year and for the ensuing fiscal year. Such statement shall be presented in the form prescribed by the City Administrator, shall be designated by the term "departmental estimates," and shall be as nearly uniform as possible for the main divisions of all departments.

SECTION TWELVE: Sec. 2-801. Consideration and recommendation is hereby amended to read as follows:

Sec. 2-801. Consideration and recommendation.

The committee of the whole shall consider the departmental estimates in consultation with the City Administrator and shall then determine the total amount to be recommended in the budget for the department or activity.

SECTION THIRTEEN: Sec. 2-802. Proposed budget is hereby amended to read as follows:

Sec. 2-802. Proposed budget.

If possible, on or before October 28 each year, the committee of the whole shall prepare and submit to the city council a proposed budget presenting a financial plan for conducting the affairs of the city for the ensuing calendar year. In lieu of a committee of the whole proposed budget, an executive budget prepared by the City Administrator shall be presented to the council. The council shall provide a reasonable number of copies of the prepared budget for distribution to citizens.

SECTION FOURTEEN: Paragraph c of Sec. 42-2 is hereby amended to read as follows:

(c) *Approval by City Administrator.* Upon verification by the city treasurer that the payment has not been returned for insufficient funds, but not later than five business days after depositing, the City Administrator shall approve the vouchers as a proper charge against the city treasury and endorse his approval on the vouchers after having determined that the following conditions have been complied with:

(1) The funds are available to pay the claim, assuming the tax payment has cleared and has not been returned as is evidenced by the treasurer's notice.

(2) The common council has authorized the refund of excess tax payment as established by the adoption of this article.

(3) The refund is a valid claim and due in the amount noticed by the city treasurer as an excess payment of the tax bill.

(4) The bookkeeper will credit an account payable for the excess received and debit the account payable when the refund is paid back to the taxpayer.

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

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

Paul Dwyer, Mayor

ATTEST:

Nicole Jacobs, Interim Clerk

READ:

PASSED:

PUBLISHED:

CITY OF TOMAH

POSITION TITLE:	City Administrator	GRADE:	T
REPORTS TO:	Mayor and City Council	DEPT.	Administration
PAGE:	1 of 3	CLASSIFICATION:	Salaried-Exempt Non-Represented

Revised: March 2019
Council Approved: June 11, 2019

GENERAL DESCRIPTION OF DUTIES:

The City Administrator shall serve as the chief administrative officer and as the highest ranking non-elected official of the city, responsible only to the mayor and the council for the proper administration of the business affairs of the city, pursuant to the statutes of the State of Wisconsin, the ordinances of the City of Tomah, and the resolutions and directives of the council. It is the responsibility of the City Administrator to provide overall direction for the City organization in accordance with the policies established by the Common Council. Other responsibilities are to perform as Personnel Officer; ensure that City operations are conducted in an economic, efficient and effective manner; and that elected officials and citizens concerns are addressed. This position also develops recommendations to the Mayor and City Council for changes in programs, operations and policies to increase effectiveness and efficiency of City Government. In addition, the City Administrator's office shall prepare, review and monitor the annual operating budget for the City. The City Administrator shall coordinate economic development within the City and direct efforts to help increase the tax base and employment opportunities.

DUTIES, RESPONSIBILITIES AND WORK PERFORMED:

- 1) Recommend to the mayor and council the appointment, promotion, and when necessary for the good of the City, the suspension, termination or discipline of all department heads, and other city employees in consultation with the appropriate department head, in a manner that is not inconsistent with state law, this Code, and the ordinances of the city;
- (2) Carry out directives of the mayor and city council involving administrative implementation or direction and coordination of the various city departments, reporting promptly to the mayor and council any difficulties encountered herein;
- (3) Direct, coordinate and expedite the activities of all city departments, except for the authority vested by the state law in certain boards and commissions;
- (4) Administer all day-to-day operations and services provided by the city, including the supervision of all departments in the monitoring and enforcement of all city ordinances, resolutions, state statutes and council directives;
- (5) Establish and implement administrative procedures to increase the effectiveness and efficiency of city government operations that are fully consistent with approved policies established by the city council;

- (6) Represent the city in matters involving legislative and inter-governmental affairs as authorized and directed as to that representation by the mayor and council;
- (7) Submit, as deemed necessary, recommendations or suggestions to the mayor and city council for improving the health, safety or welfare of the city, its employees and its citizens;
- (8) Promote the economic well-being and growth of the city through public and private sector cooperation;
- (9) Keep the mayor and council informed about activities of the Administrator's office and city departments through oral and written reports;
- (10) Serve as personnel officer for the city with responsibilities to see that complete and current personnel records, including specific job descriptions, for all city employees are kept; evaluate in conjunction with department heads the performance of all employees on a regular basis; recommend salary and wage scales for city employees not covered by collective bargaining agreements; develop and enforce high standards of performance by city employees; assure that city employees have proper working conditions; work closely with department heads to promptly resolve personnel problems or grievances;
- (11) Participate in the negotiation of all collective bargaining agreements with city-recognized bargaining units in conjunction with the city attorney;
- (12) Coordinate and supervise all negotiations with developers seeking annexation or rezoning;
- (13) Develop and implement a process of effectively evaluating the performance of all city employees in a manner that is not inconsistent with state law, this Code, and the ordinances of the city
- (14) Attend council meetings and other committee and commission meetings as directed by the mayor or council as required in the performance of administrative duties;
- (15) Direct and coordinate the preparation and administration of the annual city budget in accordance with guidelines as may be provided by the city council and in coordination with department heads, and pursuant to state statutes, for review and approval by the mayor and city council;
- 16) Report regularly to the council on the current fiscal position of the city.
- 17) Supervise the accounting system of the city and ensure the system employs methods in accordance with current professional accounting practices;
- (18) Serve as the purchasing agent for the city, supervising all purchasing and contracting for supplies and services, subject to the purchasing procedures and policies established by the council and any limitation contained in the Wisconsin State Statutes;

(19) Work closely with department heads to ensure that employees receive adequate opportunities for training to maintain and improve their job-related knowledge and skills and to act as the approving authority for requests by employees to attend conferences, meetings, training schools, and similar events, provided funds have been budgeted for these activities;

(20) In coordination with the mayor, the council and the clerk, cause to be prepared the agenda for all meetings of the council, all council committees, and all other appropriate committees and commissions of the city, together with the supporting material as may be required; with nothing herein being so construed as to give the City Administrator authority to limit or in any way prevent matters from being considered by the city council, or any of its committees and commissions.

(21) Oversee and administer the Tax Incremental Finance (TIF) District within the city budget.

(22) Oversee the rental and upkeep of the Senior Center building complex in conjunction with the senior services director.

(23) Oversee the City of Tomah Super Fund sites in conjunction with the city attorney.

(24) Serve as ex-officio nonvoting member of all boards, commission and committees of the city, except as specified by the council or Wisconsin State Statutes;

(25) Keep informed concerning current federal, state and county legislation and administrative rules affecting the city and submit appropriate reports and recommendations thereon to the council.

(26) Keep informed concerning the availability of federal, state and county funds for local programs. Assist department heads and the council in obtaining these funds under the direction of the mayor and the council;

(27) Act as public information officer for the city with the responsibility of ensuring that the news media are kept informed about the operations of the city and that all open meeting rules and regulations are followed.

(28) Establish and maintain procedures to facilitate communications between citizens and city government to ensure that complaints, grievances, recommendations and other matters receive proper attention by the responsible official, and to assure that all such matters are expeditiously resolved;

(29) Serve as the city comptroller in accordance with sec. 62.09(10), Stats.

EDUCATION AND EXPERIENCE REQUIRED:

1. Baccalaureate degree in public administration or related field. Masters in public administration, business, or related fields desirable.

2. Have the experience, maturity, self-confidence, and strength of professional convictions to provide administrative insights, counsel, and administrative leadership to the Mayor and City Council. Be able to firmly and diplomatically present professional views, concerns, and implications of proposed policy action which may be under consideration, while also being committed to carry out impartial manner.
3. Have experience in intergovernmental relations, working with appropriate local, regional, state and federal jurisdictions and agencies in a constructive and cooperative manner, respecting City policies and directives in an effective manner.
4. Have experience in mediation-arbitration and general labor relations, possessing a reputation for dealing openly and fairly with individual employees and employee groups.
5. Have experience involving risk management/insurance issues, economic development, land use planning and solid waste management.

KNOWLEDGE, SKILLS AND ABILITIES:

1. Possess strong financial management abilities, including financial forecasting, revenue enhancement, capital improvement programming and budget development and control.
2. Be skilled in public relations, being capable of articulating the City's municipal policy positions to the media and citizenry.
3. Have strong leadership skills and special capability to promote and maintain employee morale, resulting in delivery of City services in a productive and cost-effective manner.
4. Have strong interpersonal relationship and communication skills to effectively listen to, and appropriately address, concerns raised by the mayor, council, all city employees as well as the taxpayers and citizens of the city.

PHYSICAL REQUIREMENTS:

1. Frequently sits at a desk and/or keyboard.
2. Frequent twisting.
3. Reaches shoulder height frequently.
4. Reaches above and below shoulder height.
5. Occasional bending and stooping.
6. Lifts and carries less than 50 pounds.
7. 50% of the work day is spent sitting.
8. 25% of the work day is spent walking.
9. 25% of the work day is spent standing.
10. All percentages above could vary, depending upon the duties performed in the day.

PHILOSOPHY AND GOALS:

Each employee must be committed to the goals of the department/city and communicate to the public the highest level of service, fair treatment, and ethical behavior. Employees shall actively employ diligent care of department/city equipment and resources. Employees must further a personal commitment to physically and mentally maintain the highest level of professional appearance and actions reflecting skill and enthusiasm in all assignments and duties. Employees must provide to the public a trust in the department by always being honest, fair, diligent, and courteous.

Employee Signature

Date

Employer Signature

Date