AGENDA FOR COMMON COUNCIL

A Common Council meeting will be held on **Monday, November 16, 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

PUBLIC HEARINGS:

3. Open Public Hearing
4. City Administrator Summary regarding Mass Transit Contract
5. Discussion and/or Public Comment
6. Close Public Hearing

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:

7. Employee of the Month: Michelle Sorenson
8. 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).*

9. Approval of Minutes from October 19, 2026
10. Approval: CivicPlus contract to replace the City website and agenda management software and add accessibility services

COMMITTEE OF THE WHOLE:

11. Approval: Class "B" Beer and "Class C" Wine License for Tiffany's Ceramics located at 903 Superior Ave
12. Approval: Soliciting applications for the Aldermanic District 1 vacancy to conduct interviews at the regular December Committee of the Whole meeting

PARKS AND RECREATION COMMISSION:

13. Approval: Professional services proposal from Ramaker for evaluation and proposed improvements at the Tomah Aquatic Center

ADJOURN:

14. Adjourn to closed session pursuant to Wis. Stat. 19.85 (1)

(c) Considering employment, promotion, compensation or performance evaluation data of any public employee to discuss staff and compensation for:

-Approval: Promotion of Deputy Clerk from part time to full time

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.

STAFF COMMITTEE PREPARATION REPORT

Agenda Item: Public Hearing on Tomah Transit Shared Ride Taxi Service Hours for 2027

Summary and Background Information:

The Common Council will hold a public hearing on reducing Tomah Transit shared ride taxi service from 450 hours per week in 2026 to about 406 hours per week in 2027. The 406 hours is a staff proposal, not a decision. The Council has already agreed to sign a contract extension with Abby Vans Inc. for 2027, so the service continues next year. The purpose of the hearing is to collect public input on any reduction. The Council should decide the 2027 service level after the hearing, taking into account what the public testifies to. City staff and Abby Vans staff will be available.

Why a Public Hearing Is Required

WisDOT requires a public hearing before service hours are reduced, so the public can voice its concerns. The Council decided to eliminate service from midnight to 6:00 a.m., which would run the service from 6:00 a.m. to midnight every day of the year.

The Staff Proposed Service Level

City staff and Abby Vans have started putting together a plan around 406 hours per week, subject to Council approval. The overnight hours account for 42 of the 44 hours removed. Weekend daytime hours do not change. On weekdays, vans move out of late morning and into 6:00 a.m., 7:00 a.m. and 4:00 p.m., the hours where the trip records show each van carrying the most riders.

Service hours per week	2026 contract schedule	Staff proposed 2027 plan
Midnight to 5:59 a.m.	42	0
6:00 to 8:59 a.m.	55	65
9:00 a.m. to 12:59 p.m.	131	111
1:00 to 4:59 p.m.	104	111
5:00 to 8:59 p.m.	75	74
9:00 to 11:59 p.m.	43	45
Total	**450**	**406**

Who Rides Overnight

Ten weeks of trip records from May 31 to August 8, 2026 showed fewer than three rides a night citywide from 1:00 to 5:00 a.m., at about $73 per ride against about $29 the rest of the day. The same analysis found that the weekend midnight and 5:00 a.m. hours carry riders, with the Sunday midnight hour at almost twice the service average. Those hours end under the midnight to 6:00 a.m. decision. The records cover summer only.

Late Night Hospital Discharges

At the September 14 hearing, residents and healthcare staff testified that patients discharged late at night often have no ride home but an ambulance. Tomah Health CEO Derek Daly told the City Administrator that the hospital will work with staff to hold late night discharged patients until the vans are operating. He agrees that using an ambulance in place of a Tomah Transit vehicle is wasteful and will do whatever the hospital can to stop the practice. The City has no contract with any private transportation provider.

Timing of the Council Decision

Abby Vans advises that hours can be reduced during the year but cannot be added. The Council's decision should come before the 2027 contract extension is signed and filed with WisDOT, because that number becomes the ceiling for the year.

Recommendation From: City Administrator

Minutes Attached: Yes ☐ No ☒

Budget Account: Fund 11, Mass Transit, 11-53520-3400 (shared ride taxi contract)

Fiscal Impact: Abby Vans has set a 1 percent rate increase for 2027, from $50.08 to $50.58 per hour. At 450 hours per week the 2027 contract costs $1,183,572. At 406 hours it costs $1,067,845, or $115,727 less. That difference is total contract cost, not City savings, because federal and state reimbursement also are reduced with a contract of fewer service hours. The 2026 budget sets the City share at $245,000. The 2027 City share will be in the draft budget. Staff recommends keeping fares flat for 2027.

Staff Responsible for implementation: City Administrator

Economic Impact: None

Zoning/Rezoning Issues: None

Supports Organizational Goals: Yes ☒ No ☐

Questions from Administrator: None

Grants Pursued/Opportunity Pursued: None

Recommendation: Hold the public hearing, then decide the 2027 service level, taking into account the public testimony. Staff recommends keeping fares flat for 2027.

Stephen T. Sarvi **11/2/26**

Steve Sarvi, City Administrator **Date**

Committee: Common Council **Meeting Date(s): November 16, 2026**

Tomah

Effective 10/20/25

AM/PM	Military	MON	TUES	WED	THURS	FRI	SAT	SUN	TOTAL
12:00 AM	2400	1	1	1	1	1	1	1	7
1:00 AM	0001	1	1	1	1	1	1	1	7
2:00 AM	0002	1	1	1	1	1	1	1	7
3:00 AM	0003	1	1	1	1	1	1	1	7
4:00 AM	0004	1	1	1	1	1	1	1	7
5:00 AM	0500	1	1	1	1	1	1	1	7
6:00 AM	0600	2	2	2	2	2	1	1	12
7:00 AM	0700	3	3	3	3	3	2	2	19
8:00 AM	0800	4	4	4	4	4	2	2	24
9:00 AM	0900	5	5	5	5	5	2	2	29
10:00 AM	1000	6	6	6	6	6	2	2	34
11:00 AM	1100	6	6	6	6	6	2	2	34
12:00 PM	1200	6	6	6	6	6	2	2	34
1:00 PM	1300	5	5	5	5	4	2	2	28
2:00 PM	1400	5	5	5	5	4	2	2	28
3:00 PM	1500	5	5	5	5	4	2	2	28
4:00 PM	1600	4	3	3	3	3	2	2	20
5:00 PM	1700	4	3	3	3	3	2	2	20
6:00 PM	1800	3	3	3	3	3	2	2	19
7:00 AM	2000	3	3	3	3	3	2	1	18
8:00 AM	1900	3	3	3	3	3	2	1	18
9:00 PM	2100	2	3	3	3	3	2	1	17
10:00 PM	2200	2	3	3	3	3	2	1	17
11:00 PM	2300	1	1	1	1	2	2	1	9
TOALS		**75**	**75**	**75**	**75**	**73**	**41**	**36**	**450**

Tomah

Effective 11/01/26

AM/PM	Military	MON	TUES	WED	THURS	FRI	SAT	SUN	TOTAL
12:00 AM	2400	1	1	1	1	1	1	1	7
1:00 AM	0001	1	1	1	1	1	1	1	7
2:00 AM	0002	1	1	1	1	1	1	1	7
3:00 AM	0003	1	1	1	1	1	1	1	7
4:00 AM	0004	1	1	1	1	1	1	1	7
5:00 AM	0500	1	1	1	1	1	1	1	7
6:00 AM	0600	3	3	3	3	3	1	1	17
7:00 AM	0700	3	3	3	3	3	2	2	19
8:00 AM	0800	4	4	4	4	4	2	2	24
9:00 AM	0900	4	4	4	4	4	2	2	24
10:00 AM	1000	5	5	5	5	5	2	2	29
11:00 AM	1100	5	5	5	5	5	2	2	29
12:00 PM	1200	5	5	5	5	5	2	2	29
1:00 PM	1300	5	5	5	5	5	2	2	29
2:00 PM	1400	5	5	5	5	5	2	2	29
3:00 PM	1500	5	5	5	5	5	2	2	29
4:00 PM	1600	3	3	3	3	3	2	2	19
5:00 PM	1700	3	3	3	3	3	2	2	19
6:00 PM	1800	3	3	3	3	3	2	2	19
7:00 AM	2000	3	3	3	3	3	2	1	18
8:00 AM	1900	3	3	3	3	3	2	1	18
9:00 PM	2100	3	3	3	3	3	2	1	18
10:00 PM	2200	3	3	3	3	3	2	1	18
11:00 PM	2300	1	1	1	1	2	2	1	9
TOALS		**72**	**72**	**72**	**72**	**73**	**41**	**36**	**438**

Tomah Proposed 2027 - 406 Hours

Effective 11/01/26

AM/PM	Military	MON	TUES	WED	THURS	FRI	SAT	SUN	TOTAL
12:00 AM	2400								0
1:00 AM	0001								0
2:00 AM	0002								0
3:00 AM	0003								0
4:00 AM	0004								0
5:00 AM	0500								0
6:00 AM	0600	3	3	3	3	3	1	1	17
7:00 AM	0700	4	4	4	4	4	2	2	24
8:00 AM	0800	4	4	4	4	4	2	2	24
9:00 AM	0900	4	4	4	4	4	2	2	24
10:00 AM	1000	5	5	5	5	5	2	2	29
11:00 AM	1100	5	5	5	5	5	2	2	29
12:00 PM	1200	5	5	5	5	5	2	2	29
1:00 PM	1300	5	5	5	5	5	2	2	29
2:00 PM	1400	5	5	5	5	5	2	2	29
3:00 PM	1500	5	5	5	5	5	2	2	29
4:00 PM	1600	4	4	4	4	4	2	2	24
5:00 PM	1700	3	3	3	3	3	2	2	19
6:00 PM	1800	3	3	3	3	3	2	2	19
7:00 AM	2000	3	3	3	3	3	2	1	18
8:00 AM	1900	3	3	3	3	3	2	1	18
9:00 PM	2100	3	3	3	3	3	2	1	18
10:00 PM	2200	3	3	3	3	3	2	1	18
11:00 PM	2300	1	1	1	1	2	2	1	9
TOALS		**68**	**68**	**68**	**68**	**69**	**35**	**30**	**406**

MINUTES FOR COMMON COUNCIL MONDAY, OCTOBER 19, 2026

Call to Order, Pledge of Allegiance, Roll Call
Mayor Paul Dwyer called the Common Council Meeting to order on Monday, October 19, 2026, at 6:30 p.m. in the Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI. After the Pledge of Allegiance, City Clerk Nicole Jacobs took roll call. Present: John Glynn, Paul Dwyer, Daniel Crego, Richard Yarrington, Shawn Zabinski, Nellie Pater, Travis Scholze, Dean Peterson, and Mitchell Koel. Absent: None. Also present: Steve Sarvi, Tim Adler, Pam Buchda, Nicole Jacobs, Brandy Leis, Mandy Wagner, Kendra Donohoo, Eric Pedersen, Penny Precour, and Charlie Handy. The meeting was available via Zoom and was recorded by Hagen Sports Network. All motions are unanimously approved unless otherwise notated.

ANYONE DESIRING TO APPEAR TO COUNCIL:
Karla Richie, a resident of Tomah, spoke before the Council to propose a speed limit change in front of the soccer fields. Administrator Sarvi suggested Richie present her proposal to another committee, where the city could advocate on behalf of the residents' concerns. No one else wished to appear before the council.

MAYOR:

Employee of the Month
Mayor Dwyer announced that EMS Deputy Chief Adam Robarge was chosen by the department heads as September 2026 Employee of the Month. Dwyer added that Deputy Chief Robarge puts in a lot of work and is very deserving of this award. No action taken.

Monthly Update
Mayor Dwyer informed the council that staff have been working on the 2027 budget and are making headway.

CONSENT AGENDA:
Motion by S. Zabinski, second by R. Yarrington, to approve the consent agenda. Motion carried.

Approval of Minutes from September 21, 2026

Approval: Temporary Class "B" Beer License Application by Tomah Fire Association for Hunter's Nicht Out event on November 7, 2026

LAKE COMMITTEE:
Approval: Purchase of Fountain Aerator

Motion by T. Scholze, second by R. Yarrington, to approve the purchase of the fountain Aerator. Motion carried.

APPOINTMENTS:

Approval: Appointment of Daniel Crego as an election official for the 2026-2027 term
Motion by J. Glynn, second by M. Koel, to appoint Daniel Crego as an election official for the 2026 General Election. Alderperson Scholze asked if this is allowable. Clerk Jacobs explained that elected officials can work elections so long as they or a family member are not candidates on the current election's ballot. Alderperson Zabinski does not think it should be allowed for any council member ever. Alderperson Pater agreed and asked Clerk Jacobs questions regarding the requirements to become a poll worker. Attorney Precour addressed the council, stating she understands the ethical concerns but reiterated that there is nothing in the law that prohibits it. Motion carried. (Crego abstained.)

GENERAL:
Approval: Award of submitted proposal and authorization for negotiation on Property G
Motion by J. Glynn, second by R. Yarrington, to award Coulee Cap/Gerard the proposal for Housing Development on Property G and to authorize the administrator, mayor, city clerk, and city attorney to negotiate an offer to purchase and or MOU that is consistent with this submitted proposal for property G. Director Handy informed the council that after staff conducted interviews, they realized that the city could do two projects instead of one. Motion carried.

Motion by T. Scholze, second by D. Crego, to approve awarding Impact 7 proposal for Housing Development on Property H and to authorize the administrator, mayor, city clerk, and city attorney to negotiate an offer to purchase and a developer's agreement with them that is consistent with this submitted proposal for Property G. Motion carried. (Koel opposed)

ADJOURN:

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

Motion by T. Scholze, second by M. Koel, to adjourn to closed session under Wis Stat § 19.85(1) as listed on the agenda. Motion carried. Meeting adjourned to closed session at 7:06 p.m.

(c) Considering employment, promotion, compensation or performance evaluation data of any public employee to discuss staff and compensation for:

-Approval: Wage for the promotion from Patrol Officer to Sergeant

-Approval: Police Administrative Manager, Police Administrative Specialist, Emergency Services Administrative Manager, Public Works and Utilities Office Manager, and Human Resources Manager Job Descriptions.

(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 active litigation cases

Adjourn Meeting

Motion by T. Scholze, second by M. Koel, to adjourn the meeting at 7:20 p.m. Motion carried.

Respectfully submitted,

Nicole Jacobs, City Clerk

STAFF COMMITTEE PREPARATION REPORT

Agenda Item: Website and Agenda Management Upgrade, CivicPlus Contract Q-126406-1

Summary and Background Information:

Staff recommends approving CivicPlus contract Q-126406-1 to replace the City website and agenda management software and add accessibility services. The City website runs on Drupal 7, which CivicPlus reports reaches end of life in June 2027. To stay ahead of that date, the City must be in an active migration project before December 31, 2026.

The contract migrates existing website content and posted agendas and includes staff training. Both platforms are built to WCAG 2.1 accessibility standards, and two added services go further. AudioEye gives residents contrast, text size, and dyslexia friendly font tools and scans the site daily. DocAccess converts agendas, minutes, and other PDF documents on the site into accessible text that screen readers can read and residents can search by keyword. These services support the City's ADA compliance efforts; CivicPlus notes they are not a legal guarantee of compliance.

Bundling the website and agenda management migrations secured $5,207.46 in discounts on the initial term. The accessibility services account for $8,101 of the $18,910 annual fee. Migration takes 12 to 14 weeks, with both systems launching together.

Recommendation From: City Administrator

Minutes Attached: **Yes** ☐ **No** ☒

Budget Account: 01-51450-2900 (Computer Service Contract)

Fiscal Impact: The initial term runs October 27, 2026 through March 31, 2028, about 17 months, and is billed once at $24,396.39 on April 1, 2027, including $2,000 in one-time setup for the accessibility services. The contract then renews each April 1, starting at $19,855.50 on April 1, 2028, the $18,910 annual fee plus 5 percent. It replaces the current CivicPlus contract with no overlap in billing.

Staff Responsible for implementation: City Administrator and City Clerk

Economic Impact: None

Zoning/Rezoning Issues: None

Supports Organizational Goals: Yes ☒ No ☐

Questions from Administrator: None

Grants Pursued/Opportunity Pursued: None

Recommendation: Approve

_____Stephen T. Sarvi_____
Stephen T. Sarvi, City Administrator

Committee: Committee of the WholeMeeting Date(s): November 9, 2026

CIVICPLUS

CivicPlus Board Summary

Website & Agenda Management Migration + Accessibility Services

Client	City of Tomah, Wisconsin
Prepared By	Theresa St. John, Account Manager II, CivicPlus
Quote Reference	Q-126406-1 (Option 1: Website + AMM + Accessibility)
Date Prepared	October 30, 2026
Date Revised	November 5, 2026
Initial Term	October 27, 2026 – March 31, 2028
Recommended Action	Approve contract for migration and accessibility services

⚠ DECISION NEEDED BEFORE DECEMBER 31, 2026

Tomah's website platform (Drupal 7) reaches end-of-life in June 2027.

To stay ahead of that date, the City must be in an active migration project before December 31, 2026.

Council approval at the earliest available meeting is needed to meet this timeline.

✓ SAVINGS SECURED THROUGH BUNDLING

By bundling the website migration, AMM migration, and accessibility services into a single contract, CivicPlus secured $5,207.46 in total discounts against the Initial Term Total for the City.

The Annual Recurring Services fee is $18,910, with billing delayed until April 1, 2027.

Why This Migration Is Required

The City's current website runs on Drupal, an open-source platform that requires frequent, costly migrations as new platform versions are released. Because CivicPlus does not control the underlying Drupal code, support issues must be routed through Acquia (Drupal's owner), which significantly lengthens resolution times.

Tomah's site currently runs on Drupal 7, which reaches end-of-life in June 2027. Moving to CivicPlus's proprietary Central Starter platform removes the City from this third-party dependency going forward and consolidates the City's agenda and meeting management software onto a single, actively maintained product (AMM Select).

What's Included

- Website migration from Drupal 7 to CivicPlus Central Starter, including full setup and configuration of the approved design
- Migration of all publicly available Word/PDF-formatted meetings and agendas
- Agenda and meeting management migration to AMM Select, integrated with the website and the City's existing codification service

- Mobile-responsive design and WCAG 2.1 accessibility standards built into both platforms
- Four 60-minute staff training sessions
- $0 implementation, migration, DNS setup, and training fees

Quote Comparison

Two options were provided for the City's consideration prior to final approval:

Option	Scope	Annual Investment
Option 2 (Q-149707-1)	Website + AMM migration only	$10,809
Option 1 (Q-126406-1) — Approved	Website + AMM migration + AudioEye + DocAccess accessibility services	**$18,910 annual ($24,396.39 Initial Term Total after $5,207.46 in discounts)**

Accessibility Products

Option 1 includes two accessibility services that support the City's accessibility efforts for residents:

- **AudioEye:** Provides resident-facing accessibility tools (contrast adjustment, text resizing, a dyslexia-friendly font) and daily automated scanning, helping the City prepare for WCAG 2.2 standards ahead of current ADA requirements.
- **DocAccess:** Converts PDF documents on the website — including agendas, minutes, and other public records — into accessible, translatable HTML transcripts. This makes those documents both readable by screen readers and keyword-searchable for all residents.

These services support the City's accessibility efforts; they do not constitute a legal guarantee of compliance. Questions regarding legal risk or obligations should be directed to the City's own legal counsel.

Credit & Adjustment Detail

The discounts below apply to the Initial Term Total, not the annual recurring fee. Combined, they reduced the Initial Term Total from a list price of $29,603.85 to $24,396.39.

Discount Applied	Value
Website Year 1 Annual Fee Discount	-$1,768.37
Website Year 1 Annual Fee Discount	-$344.29
Website Year 1 Annual Fee Discount	-$258.22
AMM Year 1 Annual Fee Discount	-$2,280.94
SSL Management CivicPlus Provided (100% waived)	-$127.30
DNS and Domain Hosting Annual Fee (100% waived)	-$270.34
DNS and Domain Hosting Setup (100% waived)	-$158.00

Total combined discount: $5,207.46 (applied to Initial Term Total)

Financial Impact

Item	Amount
Website/AMM migration, meeting migration, DNS setup, and training	$0.00
AudioEye Managed Implementation + DocAccess Implementation (included in Total Investment below)	$2,000.00
Total Investment – Initial Term (10/27/2026–3/31/2028)	**$24,396.39**
Annual Recurring Services fee (Year 1, through 3/31/2028)	**$18,910.00**
Initial Term invoice schedule	100% invoiced 4/1/2027
Billing start date	April 1, 2027

Note: the Total Investment – Initial Term figure reflects an extended initial term of approximately 17 months (10/27/2026–3/31/2028) rather than a standard 12-month term — it is not a rate increase. It also includes the $500 AudioEye Managed Implementation and $1,500 DocAccess Implementation one-time fees, which are not billed separately. The Annual Recurring Services fee of $18,910 remains unchanged, and this is a continuity contract: it replaces the City's current CivicPlus contract once signed, so there is no overlap in billing between the two.

Contract Terms & Timeline

- Contract: Q-126406-1, Net 30 payment terms
- Initial Term: October 27, 2026 – March 31, 2028; renews annually each April 1 thereafter
- Renewal Procedure: automatic 1-year renewal unless 60 days' notice is provided prior to the renewal date
- Annual Recurring Services fee: $18,910 through 3/31/2028; a 5% uplift first applies at the April 1, 2028 renewal, bringing that year's fee to $19,855.50
- Initial Term invoiced 100% on April 1, 2027 — no billing before then
- Project must begin before December 31, 2026 to stay ahead of the June 2027 Drupal 7 end-of-life
- Estimated timeline: website migration 12–14 weeks; AMM migration 8–10 weeks; both launch together
- Scheduling will accommodate the City's November 2026 election

Board Action Requested

Staff recommends the Council approve the contract with CivicPlus (Q-126406-1) for the website and agenda management migration, inclusive of AudioEye and DocAccess accessibility services, for an Initial Term of October 27, 2026 through March 31, 2028 at a Total Investment of $24,396.39, with an Annual Recurring Services fee of $18,910 and billing delayed until April 1, 2027. Approval before December 31, 2026 is recommended to maintain the City's timeline ahead of the Drupal 7 end-of-life in June 2027.

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-126406-1
CivicPlus Pricing Approval Date: 10/30/2026 1:18 PM
Expires On: 11/20/2026

Client:
City of Tomah, WI

Bill To:
TOMAH CITY, WISCONSIN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Theresa St. John		theresa.stjohn@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,768.37
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -344.29
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -258.22
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -2,280.94

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Municipal Websites Central: Migration Standard Implementation	Includes full setup and configuration of the approved website design	USD 0.00
1.00	Municipal Websites Central: Meeting Migration	All publicly available word / pdf formatted meetings and agendas migrated	USD 0.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Municipal Websites Central: Content Migration	All publicly available non-time sensitive published content migrated while maintaining formatting. Spelling & Links check completed.	USD 0.00
1.00	Municipal Websites Central: Blended Training	Included blended system training, online learning paired with access to a trainer for a 1-hour for questions and learning reinforcement.	USD 0.00
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup (https://www.tomahwi.gov/)	USD 0.00
1.00	AMM Select: Conversion Pro Premium Implementation	Includes config. of up to 6 existing meeting types, up to 6 existing boards, 1 approval workflow per existing meeting type, 1 existing staff report, access to 4h of group training, 1h of consulting and recorded training resources	USD 0.00
1.00	AudioEye Managed Implementation	AudioEye Managed Implementation	USD 500.00
1.00	DocAccess Implementation	Implementation of DocAccess	USD 1,500.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Municipal Websites Central: Starter Standard Annual Fee	Municipal Websites Central : Starter Standard Annual Fee	USD 4,109.00
1.00	Municipal Websites Central: Starter Hosting and Security Annual Fee	Municipal Websites Central: Module Based Hosting and Security Annual Fee	USD 800.00
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	USD 600.00
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://www.tomahwi.gov/	USD 0.00
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: https://www.tomahwi.gov/	USD 0.00
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	USD 5,300.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: AI Editing Assistant	AI Editing Assistant is an optional AMMS feature that enables authorized users to enhance agenda and meeting content using integrated AI tools to generate, summarize, rewrite, or polish text in fields like item descriptions, fiscal info, and minutes.	USD 0.00
1.00	AudioEye Managed	AudioEye Managed: https://www.tomahwi.gov/	USD 3,200.00
1.00	DocAccess	DocAccess is a document accessibility platform that scans, converts, and monitors PDF documents on websites to support ADA and Section 508 compliance efforts for users with disabilities.	USD 4,901.00

~~List Price - Initial Term Total~~	~~USD 29,603.85~~
Total Investment - Initial Term	USD 24,396.39
Annual Recurring Services (Subject to Uplift)	USD 18,910.00

Initial Term	10/27/2026 - 3/31/2028, Renewal Term 4/1 each calendar year
Initial Term Invoice Schedule	100% invoiced 4/1/2027.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

If the customer has subscribed to the DocAccess services, which is evidenced by the DocAccess line item shown above, the covered domains for the service shall be limited to:
https://www.tomahwi.gov/

Acceptance of Quote # Q-126406-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

A Class “B” Beer License and a “Class C” Wine License have been applied for by Tiffany Bever so she can be allowed to have beer and wine on the premises that contains her business Tiffany’s Ceramics, located at 903 Superior Ave.

Summary and Background Information:
(Appropriate Documentation Attached)

Tiffany Bever has made application for a Class “B” Fermented Malt Beverage License, and a “Class C” Wine License so she can have beer and wine at her business establishment, Tiffany’s Ceramics located at 903 Superior Avenue. Currently, Tiffany Bever does not plan on selling fermented malt beverages or wine from her ceramics shop. She is applying for these licenses to be able to allow her clients to bring in their own beverages to events like painting pre-stamped canvases.

Fiscal Note:

The revenue generated to the City of Tomah by issuance of this license is $175.30.

Recommendation:

It is requested that the Committee of the Whole review the application and make a recommendation for the Common Council to approve the Class “B” Beer License and the “Class C” Wine License for Tiffany Bever to be used at her business, Tiffany’s Ceramics, located at 903 Superior Avenue.

Respectfully submitted by:

Nicole Jacobs

Committee: Committee of the Whole & Common Council

Meeting Date: November 9 & 16, 2026

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Travis Scholze, the Alderperson for District 1, has submitted a formal notice of resignation from the Common Council effective November 10, 2026.

Summary and Background Information:

Under Wisconsin Statutes § 17.01(8), a city council member or alderperson must submit their resignation in writing to the common council through the City Clerk's Office and takes effect on the date specified in the letter or immediately upon delivery if no date is listed.

Under Wisconsin Statutes § 17.23, the common council has the following options to fill the open seat:

- Appointment: The remaining members of the common council may vote by majority to appoint a successor.
- Special Election: The council may choose to order a special election under Wis. Stat. § 8.50 to fill the seat.
- Leave Vacant: The council may also choose to leave the position vacant until the next regular election cycle, depending on local rules and timing.
- Local Applications: Many cities publish application windows, conduct candidate interviews during open council meetings, and vote on the appointment during a scheduled session.

Recommendation:

It is requested that the Committee of the Whole make a recommendation to the Common Council regarding the District 1 vacancy.

Respectfully submitted by: Nicole Jacobs, City Clerk

Committee: Committee of the Whole, Common Council

Meeting date: November 9 and 16, 2026

Dear Mayor Dwyer, Mr. Sarvi, and Ms. Jacobs,

Please accept this email as formal notice of my resignation from the Tomah Common Council as the District 1 Alderperson, effective November 10, 2026. The last meeting I will attend is the Committee of the Whole meeting on November 9, 2026.

I recently accepted a position with Walmart in Sterling IL, and the job will keep me away from Tomah during the work week. Serving the people of District 1 has been one of the greatest honors of my life. This was not an easy decision, but District 1 residents deserve a representative who can be fully present for meetings, for committee work, and for them. I could not in good conscience hold this seat knowing I can't give it everything it requires.

I want to thank each of you, my fellow Council members, and the City staff for your hard work and partnership. Most of all, I want to thank the residents of District 1 for trusting me to represent them. I am confident the Council will continue moving Tomah forward, and I look forward to supporting our community as a resident. Tomah is my home, and it always will be.

Ms. Jacobs, I am copying you so this notice can be filed with the City Clerk's office. Please let me know if you need anything else from me to make it official. You're also welcome to share or quote any part of this message in a public announcement about the District 1 vacancy.

Thank you all again. It has been a privilege to work alongside you.

Respectfully,
Travis Scholze
District 1 Alderperson, City of Tomah
1419 Jennifer Ave
Tomah, WI 54660
608-344-8749

STAFF COMMITTEE PREPARATION REPORT

Agenda Item: Consideration of the Parks and Recreation Commission's recommendation to approve the professional services proposal for the Tomah Aquatic Center.

Summary and Background Information:

The Parks and Recreation Commission reviewed several options for the Tomah Aquatic Center and a future Indoor Recreation Center with Pool. In consultation with the City Financial Advisor regarding funding, the Commission noted that the City does not currently have the financial capacity to bond or borrow for a new indoor facility or outdoor aquatic center. Following extensive deliberation, the Commission recommends that staff pursue repair of the existing pool at an estimated cost of $3–$5 million. This option preserves a long-standing community amenity, supports swim lessons and programming, and extends the useful life of existing infrastructure.
(See attached Commission meeting minutes and information).

Recommendation From: Parks and Recreation Commission to Approve

Minutes Attached: Yes ☒ No☐
Budget Account: 01-46724

Fiscal Impact: The cost of professional services is $25,000.00. It is recommended that this expenditure be funded from the $35,000.00 previously removed from the Aquatic Center budget for a future facility.

Staff Responsible for implementation: Parks and Recreation Department.

Economic Impact: Continued aquatic programming for residents and visitors.

Zoning/Rezoning Issues: None
Supports Organizational Goals: Yes ☒ No☐
Questions from Administrator:

Grants Pursued/Opportunity Pursued:
Recommendation: That the Committee review the professional services agreement and forward its recommendations to the City Council for consideration.

Administrator **Date**

Joe Protz **11-4-2026**
Department Director **Date**

Committee: Committee of the Whole Meeting Date(s): November. 9, 2026

RAMAKER
employee-owned

1955 Atwood Ave, Suite 202
Madison, Wisconsin 53704
(608) 643-4100
www.Ramaker.com

NOVEMBER 3, 2026

PROJECT NO. 65376

AGREEMENT FOR PROFESSIONAL SERVICES

CLIENT
City of Tomah Parks & Recreation
Attn: Joe Protz, Director
316 Arthur Street
Tomah, WI 54660

PROJECT DESCRIPTION
Evaluation/Pre-design Services
Pool and Bathhouse Improvements
Tomah Aquatic Center

PROJECT OVERVIEW

Ramaker & Associates, Inc. (Ramaker) is pleased to submit this proposed Agreement to the City of Tomah (City) for evaluation and pre-design services addressing existing conditions and proposed improvements at the Tomah Aquatic Center. The proposed agreement follows an October 7, 2026, tour by Daryl Matzke (Ramaker) with Joe Protz. The tour was limited to visual observation of the empty pool basin, aquatic features, pool deck, equipment building, bathhouse, and parking area. It was not a detailed condition assessment and did not include testing, destructive investigation, review of concealed conditions, or independent verification of reported piping, settlement, or operational concerns.

Current and readily observable challenges resulted in the Aquatic Center's closure for the 2026 summer swim season. Noted concerns include diving well settlement, valve vault floating/lifting, broken pool pipes, a broken bathhouse water supply pipe, and pool deck slope issues. Despite these concerns, the facility appeared well maintained; nothing observed during the limited visit suggested that deferred routine maintenance contributed to the reported conditions. Aquatic facilities commonly require significant repair or renovation at approximately 20-year intervals because of site conditions, corrosive environments, weather exposure, normal wear, and evolving user expectations. The facility's original construction in 1965, improvements in 1990 and 2007, and current needs are generally consistent with these lifecycle expectations.

Following discussion at the October 26, 2026, Parks & Recreation Committee Meeting, the Committee recommended proceeding with an engineering and architectural evaluation to define existing conditions and inform consideration of needed pool repairs/renovations and possible bathhouse improvements. The evaluation will address the pool basin, pool water treatment equipment, aquatic features, pool deck, pool equipment building, and bathhouse.

The evaluation will consider demolition of the existing diving well/deep water pool area for possible replacement with a shallower pool in the same general location. It will also address valve vault reconstruction, piping and deck repairs, and the overall existing conditions of pool water treatment equipment and water attractions. Evaluation of the bathhouse and pool equipment buildings will help define existing conditions, required repairs, and potential renovations.

Upon completion of the evaluation, concept plan development shall proceed to define repair/renovation options for the pool and bathhouse with rough-order-of-magnitude (ROM) construction estimates provided.

The goal of the evaluation and concept plan development is to help the City to better understand existing conditions and weigh options for improvement and operational decisions. Completion of these services will allow an overall project scope, budget, and schedule to be defined to align with funding, construction, and operational considerations. Once established, Ramaker will provide an Architectural and Engineering proposal to address Design Development, Construction Documents, and Construction Administration Services.

SCOPE OF SERVICES

Existing Aquatic Facility Evaluation

Pool Basins, Splash Pad, and Deck Areas

- Review existing aquatic facility construction plans, reconstruction plans, and evaluations/inspection reports provided by the City.
- Interview pool management to obtain information on existing conditions and operational challenges as well as current and desired facility use programming.
- Visit the facility when the pools are fully empty to evaluate the structural integrity of the pool basins and surge tanks by visual observation of exposed basin finish and concrete.
- Visually observe and document the general condition of the pool basins, features, and water treatment equipment. The City is expected to furnish the existing equipment information needed to analyze recirculation rates and other equipment characteristics.
- Observe the pool deck for evidence of settlement, cracking, and standing water concerns.
- Evaluate water features and pool deck equipment condition by visual observation.
- Review pool basin access as related to ADA compliance.
- Evaluate pool water treatment equipment by visual observation.
- Observe pool basins, deck areas, and water treatment equipment for compliance with the State of Wisconsin pool codes.

Bathhouse and Pool Equipment Building

- Visually observe the structural integrity of the buildings for signs of deterioration.
- Evaluate the condition of interior partition walls, windows, doors, hardware, bathroom fixtures, and locker/changing room accessories in both buildings as applicable. Also evaluate the condition of patron reception, the concession bar, and staff facilities in the bathhouse.
- Visually observe the condition of ventilation equipment, plumbing, electrical components, and lighting.
- Review bathhouse operational considerations with pool management to address facility layout and space utilization.
- Address patron reception, pool manager's office, lifeguard staff area, first aid, concessions, and changing/locker/bathroom/shower layout considerations.

Recommended Improvements and Concept Plans

- Identify repair options for existing facilities to be maintained.
- Develop up to three plan view concepts for diving well/deep area pool replacement.
- Develop a conceptual floor plan for bathhouse improvements.
- Provide general insight regarding an estimated life expectancy of repaired vs. new construction.
- Review a preliminary summary of repairs and the concepts with Park & Recreation representatives to confirm alignment with the defined goals for the continued operation and maintenance of this Aquatic Center. Incorporate feedback to finalize these documents.

- Coordinate with a competent general contractor and pool contractor to provide rough order of magnitude construction estimates for proposed repairs, improvements, renovations, and/or new construction.
- Summarize repair options, concepts, and cost estimates in a report format, and present to the City.
- It is anticipated that most meetings will occur through online conference call/screen sharing with participation in up to three in-person meetings, if requested.
- Upon completion of the Evaluation and Pre-design services, Ramaker will provide a separate agreement for design and construction document services.

Additional Services

The following services may be provided as additional services on a time and expense basis or contract scope/fee adjustment upon client direction and approval.

- Meetings and site visits beyond the number defined above
- Travel/tours/visits to existing facilities with Client/Design team for project scope/design consideration
- Sub-surface exploration, geotechnical evaluations, and pipe pressure testing
- Construction cost estimating services beyond industry ROM estimates
- Design, engineering, and construction plan development
- Services related to petitions for code variance
- Lifeguard staffing plan development
- Equipment commissioning services or development of operations and maintenance manuals
- As-built measurements or plan development

ANTICIPATED PROJECT SCHEDULE

Authorization to Proceed ..... November 2026
Evaluation Services Complete ..... +/- 4 weeks*
Concept Plans Complete ..... +/- 4 weeks**
*After completion of the evaluation site visit
**Upon receipt of necessary project information and direction.

COMPENSATION

The fee to provide the services defined above shall be **$25,000**.

The Pool Owner shall be responsible for all taxes levied on services provided. If the Pool Owner is a tax-exempt entity, proper documentation of tax-exempt status shall be provided.

Reimbursable expenses (e.g., reproductions, shipping, travel etc.) will be invoiced as incurred.

Invoices on a percent completion basis plus expenses will be submitted monthly. All fee amounts in this proposal are based on anticipated project schedule above. If the project schedule is determined to require adjustments, and adjustment to the fixed fee may be necessary.

All fees and/or estimates are based on the following billing rate schedule:

BILLING RATE SCHEDULE
To follow are our staff hourly billing rates anticipated for this project**:

Market Leader	$245	Project Manager	$160
Service Group Leader	$200	Senior Engineer/Architect Technician	$150
Senior Licensed Engineer/Architect	$180	Mid-Level Engineer/Architect Technician	$140
Mid-Level Licensed Engineer/Architect	$160	Engineer/Architect Technician	$120
Licensed Engineer/Architect	$140	Administration	$100

**Ramaker reserves the right to adjust these billing rates as necessary at certain intervals of the calendar year. A written notification will be provided to the Client if such changes will occur

ACCEPTANCE OF PROPOSAL FOR RAMAKER SERVICES

Please indicate acceptance of this Proposal by signing the following Terms & Conditions Agreement. Return a signed copy of the Terms and Conditions to Ramaker *(digital signature and/or signed & scanned are acceptable*). Acceptance authorizes Ramaker to proceed with Services.

Ramaker reserves the right to suspend all work on this project if payment of invoices exceeds 45 days from the date of the invoice.

If you have any questions or concerns about this proposal, please feel free to contact us. We thank you for the opportunity to work with the City of Tomah!

With kind regards,
RAMAKER & ASSOCIATES, INC.

Daryl Matzke, P.E.
Aquatics Industry Specialist

If Ramaker is provided with verbal or other written notification to proceed, it will be mutually understood that both parties will nonetheless be contractually bound by this proposal and its Terms & Conditions of Agreement, even in the absence of signed acceptance. A signed Agreement for this proposal must be returned to Ramaker, before a written report of work or design documents are provided. This proposal is valid for up to 30 days from the date given. We look forward to working with you!

RAMAKER
GENERAL TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement constitute the agreement ("Agreement") pursuant to which services are to be performed by **Ramaker & Associates, Inc.**, (hereafter "Consultant") upon acceptance by **the Tomah Parks and Recreation Department** ("Client") of the attached proposed scope of work ("Proposal"). The Scope of Services, Project Cost, and Project Schedule sections of the attached Proposal are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement. If a Proposal is submitted to Client and Client fails to return a signed copy of the Proposal but knowingly allows Consultant to proceed with the services, then Client shall be deemed to have accepted the terms of the Proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the Proposal and these General Terms & Conditions, the Proposal shall take precedence. The Proposal and these General Terms & Conditions constitute the entire Agreement and supersede any previous agreement or understanding.

SECTION 1: Scope of Services

Unless withdrawn sooner, Proposals are valid for thirty days. The Scope of Work and the Project Schedule defined in the Proposal are based on the information provided by Client. If this information is incomplete or inaccurate, or if site conditions are encountered that materially differ from those indicated by Client, or if Client directs Consultant to change the original Scope of Services established by the Proposal, then an amendment to this Agreement is required. Consultant may rely on the representations of Client, and Consultant's obligations under this Agreement are limited by all specific directives of Client. If required under the scope of services, Consultant shall visit the Project site to become generally familiar with the progress and quality of the work for which Consultant prepared contract documents, and Consultant shall not make exhaustive or continuous onsite inspections. Consultant's services do not include supervision or direction of the contractor's work. Observation by Consultant field representatives shall not excuse the contractor for defects or omissions in its work. Consultant shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property. If Client does not retain Consultant to render construction phase services, Client waives any claim it may have against Consultant and agrees to indemnify, defend, and hold harmless Consultant from any loss or liability, including attorneys' fees and other costs of defense, arising out of or related to the interpretation of Consultant's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Consultant's plans and specifications.

SECTION 2: Change in the Scope of Services

Any written or oral communication from Client that requests changes in the Scope of Services shall be treated as a Change Order Proposal. Consultant shall give written notice within ten (10) days of the proposed change order of any resulting increase in fees or costs. If the Client agrees with the Change Order Proposal, it shall become a Change Order to this Agreement and change the Scope of Services and Agreement Price accordingly. If the Client does not approve the Change Order, there shall be no change in the Scope of Services.

SECTION 3: Fees, Billing & Payment Terms

3.1 Client shall pay to Consultant (as indicated in attached Proposal document), compensation for services based upon the amounts set forth in Consultant's current Fee Schedule. Consultant's fee schedules are revised on a calendar year basis, will become a part of this Agreement, and the total compensation for the Project will be adjusted if the Fee Schedule is revised. The proposed Project Cost and Project Schedule constitute Consultant's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually. The technical and pricing information in proposals is the confidential and proprietary property of Consultant or any subsidiary or affiliate of Consultant. Client agrees not to use or to disclose to third parties any technical or pricing information without Consultant's written consent.

3.2 RETAINER. The Client shall make an initial payment of **zero** dollars **($0.00)** (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied against the final invoice. Client shall not be entitled to interest on these held funds. Consultant will schedule project kickoff meeting upon receipt of retainer.

3.3 PAYMENT DUE. Invoices shall be submitted by the Consultant (monthly, bi-monthly, weekly, or upon completion of each phase) as identified here or within the attached Proposal. Invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date.

3.4 INTEREST. If payment in full is not received by the Consultant within thirty (30) calendar days of the due date, a follow-up invoice will be sent out as a reminder of outstanding balances. If payment in full is not received by the Consultant within forty-five (45) calendar days invoices shall accrue interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall be applied to accrued interest and then to the unpaid principal.

3.5 COLLECTION COSTS. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds, and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

3.6 Consultant reserves the right to review Client's financial records, and Client agrees to make such records available for Consultant's review.

SECTION 4: Suspension of Services

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may immediately suspend performance of services. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the project schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

SECTION 5: Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including legal fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultant's fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. In no event shall Consultant be liable hereunder for any indirect, incidental, punitive, or consequential damages (including lost business profit or claims for extended duration, delays or hindrance) sustained by the Client for any matter arising out of or pertaining to the subject matter of this Agreement. Consultant shall not have any liability for mold or mildew regardless of its source.

The observations described in any environmental site assessment performed by Consultant will be made under the conditions and subject to the limitations stated therein. The conclusions presented with respect to any environmental site assessment are based solely on the activities described therein, and not on scientific tasks or procedures beyond the scope of the described services. Consultant will have accepted as true, information obtained in interviews with individuals involved with operations at each of these sites to be environmentally assessed. As with any type of environmental site assessment, the conclusions and observations are based upon limited data; therefore, the risk of undiscovered environmental impairment of a property cannot be ruled out. Consultant cannot, therefore, warrant the actual conditions of the sites, nor is Consultant responsible for any such undiscovered environmental impairment. With respect to areas of the site where access to portions of a site, or to structures on a site are unavailable or limited, Consultant renders no opinion as to the conditions of these portions. Consultant renders no opinion with regard to the presence of hazardous materials at these locations.

Consultant does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Consultant will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Consultant cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.

SECTION 6: Force Majeure

Consultant shall not be liable for any loss or damage due to failure or delay in rendering any service called for under the Proposal resulting from any cause beyond Consultant's reasonable control, including but not limited to acts of God, acts or omission of governments, strikes, lockouts, or other industrial disturbances, riots, terrorism, acts of the public enemy, wars, blockades, insurrections, epidemics, landslides, earthquakes, fire, storms, lightning, floods, washouts, civil disturbances, and any other acts or omissions similar to the kind herein enumerated, but not within the control of the affected party and which by the exercise of due diligence said party is unable to overcome.

SECTION 7: Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify the Client for damages arising out of the performance of professional services to the extent caused by the negligence of the Consultant, except as limited herein by Client's indemnification obligations to Consultant which take precedence. To the fullest extent permitted by law, the Client agrees to indemnify and hold harmless the Consultant and the Consultant's sub-consultants from any liability, damages, claim, costs, expenses, or legal fees, for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Consultant or for any other injury or loss caused by the Client, its employees, agents, other consultants, and/or the Property Owner, and to indemnify and hold harmless the Consultant and the Consultant's sub-consultants (including its officers, directors, employees, former employees, agents, and partners) to the extent that the total aggregate of any and all liabilities (including all damages (direct, consequential, indirect, incidental or other damages), claim, costs, expenses, legal fees of any party) of the Consultant and its sub-consultants to the Client or any and all third parties exceeds the amount of any remaining professional liability insurance coverage then available to Consultant to pay for any such liability, damages, claim, costs, expenses, or legal fees.

SECTION 8: Use and Ownership of Documents

The drawings, specifications and other documents, including those in electronic form, prepared by the Consultant, are considered Instruments of Service. The Consultant and the Client warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. The Consultant and the Consultant's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, including those in electronic format, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and the Consultant's consultants. Upon execution of this Agreement, the Consultant grants to the Client a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from the Consultant's consultants consistent with this Agreement. The license granted hereunder permits the Client to authorize its contractors, as well as the Client's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. In the event the Client uses the Instruments of Service without retaining the author of the Instruments of Service, the Client releases the Consultant and Consultant's consultant(s) from all claims and causes of action arising from such uses. No other license or right shall be deemed granted or implied under this Agreement. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to the Consultant and the Consultant's consultants. "Documents" as referred to herein are limited to the printed copy (hard copy) that are signed or sealed by Consultant, its agents or employees. Files on electronic media of text, data, graphics, or of other types that are furnished by Consultant, are only for the convenience of Client, and are furnished solely at the discretion of Consultant, and Consultant has no obligation to provide Client any electronic files at any time. Because electronic media can deteriorate or be modified, inadvertently or otherwise, without authorization of the data's creator, the party receiving electronic data agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected in the 30-day period will be corrected by the creator of the electronic data. The creator of electronic files is under no obligation to maintain hardware or software to use the media of transfer at a future date. Any conclusions of information derived from electronic files that are not specifically a requirement of the Project work statement are at the user's sole risk. Consultant will retain all Documents which were generated or used while performing services under this Agreement, for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these Documents to Client during regular business hours. Consultant may charge a reasonable fee in addition to its professional fees for storing, retrieving, or copying such Documents.

SECTION 9: Maintenance

The Client agrees that this Project requires that the Property Owner, Tenant, and/or Client perform all necessary routine maintenance inspections and any other necessary repairs and maintenance called for as a result of these maintenance inspections, and that Consultant has no maintenance obligations. The Client shall indemnify and hold harmless the Consultant and its sub-consultants for any damages or expenses that result from not performing maintenance.

SECTION 10: Services to be furnished by Client

Client shall, at no cost to Consultant: (a) provide all data and information in its possession as may be required by Consultant to perform the services set forth in the Proposal; (b) provide access to the work site so that Consultant's employees may perform the work under the Proposal without interference; (c) designate a person to act as its representative, who shall have complete authority to transmit instructions, receive information, and interpret and define its policies and decisions with respect to the services under the Proposal; (d) give prompt notice to Consultant should it observe or otherwise become aware of any defect in the services provided by Consultant; and (e) furnish to Consultant, prior to any performance by Consultant, a copy of any

engineering, design, and construction standards, which it shall require, Consultant to follow in its performance of services under the attached Proposal.

SECTION 11: Insurance

Consultant shall maintain worker's compensation, employer's liability, commercial general liability, automotive liability, and professional liability insurance during the time it is performing services hereunder. The Client shall be responsible for purchasing and maintaining the Client's usual liability insurance and, at its option, may purchase and maintain such other insurance as will protect it against claims which may arise from operations under this Agreement.

SECTION 12: Dispute Resolution

All claims, disputes and other matters in question arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") then in force (but not administered by the AAA). If the parties cannot agree on the choice of an arbitrator, the parties shall have a Sauk County, Wisconsin circuit court appoint an arbitrator under Wisconsin Statute § 788.04. The arbitration shall be held in Sauk County, Wisconsin. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereto. The fee, if any, of the arbitrator, shall be shared equally by both parties. Nothing herein shall preclude, however, the availability of injunctive or other equitable relief in an appropriate case, and each party agrees that the other shall be entitled as a matter of right to seek and obtain an injunction from any court of competent jurisdiction, restraining any further violation or threatened violation of any restriction or agreement contained herein for which monetary damages are not an adequate remedy. Client shall make no claim against Consultant unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located for this Agreement and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any arbitration proceeding. Unless and until an arbitrator determines that Consultant's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Consultant's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Consultant and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys' fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Consultant under this paragraph, Consultant shall have the right to select its attorneys. Client agrees to pay reasonable expert witness fees if Consultant or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.

SECTION 13: Patents

Consultant shall not conduct patent searches in connection with its services under this Agreement or these terms and conditions and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement or these terms and conditions shall be construed as a warranty or representation that anything made, used or sold arising out of the services performed under the Agreement will be free from patent or copyright infringement.

SECTION 14: Termination

Either party may at any time, upon seven days' prior written notice to the other party, terminate this Agreement. Upon such termination, Client shall pay to Consultant all amounts owing under the Proposal for all work performed up to the effective date of termination, plus reasonable termination costs. Reasonable termination costs shall include, but not be limited to, the cost of terminating any contracts, leases or other obligations incurred by Consultant in connection with the services set forth in the Proposal.

SECTION 15: Governing Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

SECTION 16: Third Party Beneficiaries

This Agreement does not create any benefits for any third party.

SECTION 17: Non-Solicitation

During the term of this Agreement and for a period of one (l) year thereafter, Client agrees not to recruit, solicit or hire, directly or indirectly, employee(s) of Consultant without the express written consent of Consultant.

SECTION 18: Severability

The various terms, provisions and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

SECTION 19: Entire Agreement/Counterparts/Signatures

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by Client and Consultant. Each of the parties has been involved in determining the provisions of this Agreement, and in case of a conflict herein such conflict shall not be resolved or determined in favor of or against a party hereto, in whole or in part, based on whether or not such party has prepared this Agreement or any provision hereof. Client is bound by the terms of this Agreement if Consultant is instructed by Client to proceed with the Scope of Services and Client has not objected to any of the terms and conditions contained herein. This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile (including faxed or scanned and e-mailed) signatures shall be accepted and be binding upon the Parties as an original. The Parties hereto warrant and represent that they have the authority to execute this Agreement on behalf of the persons or entities for whom are signing this Agreement.

Ramaker Project 65376
Evaluation/Pre-design Services
Pool and Bathhouse Improvements
Tomah Aquatic Center

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Consultant as of this

3rd day of November, 2026

RAMAKER

By: _____

Name: Daryl Matzke, P.E.

Title Aquatics Industry Specialist

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Client as of this

_____ day of _____, 2026

CITY OF TOMAH PARKS AND RECREATION DEPT.

By: _____

Name: _____

Title _____

MEETING MINUTES - CITY OF TOMAH

The City of Tomah **Parks & Recreation Commission (PRC)** met on Monday, October 26, 2026 at 5:45 PM at City Hall, 819 Superior Ave., Tomah. The meeting notice was posted at City Hall in compliance with the provisions of Section 19.84 Wisconsin Statutes.

Call to order and roll call. Present: Dir. Joe Protz, Oak Moser, DeDe Nelson, JoAnn Cram, Bryan Pierce, Scott Brand, and Dean Peterson. The following members were absent: Travis Scholze and Donna Evans.

Also present: City Administrator Steve Sarvi and Alderperson Dan Crego. Daryl Matzke from Ramaker, Patrick O'Kiefe and Phil Stewart were also present. Michelle Zuelke appeared by video on behalf of the Boy's and Girl's Club.

1. Approval of Minutes of September 28, 2026, regular meeting. Motion by D Peterson, second by D Nelson to accept the regular meeting minutes of the September 28, 2026. Motion approved.

2. Reconsideration of the Indoor Recreational Facility Motion. On Sept. 28, 2026 a motion was made to recommend the City Council proceed with plans for an indoor recreation facility and pool estimated to cost $40,073,924. The motion also called for evaluating the cost of a new outdoor aquatic center at an alternative site. After the meeting, the City contacted Ehlers, their financial advisor requesting a review of the City's debt capacity. Ehlers advised the City's current financial resources and debt capacity does not support borrowing or bonding for either the $40, 073,924 project or a new aquatic center at an alternative site. Therefore, the Parks & Rec Commission needs to evaluate and advance other options for the existing aquatic facility at Buckley Park.

   Motion by S Brand, second by D Peterson to reconsider the motion to recommend the Common Council move forward with plans for an indoor recreation facility and pool due to the cost. Motion passed without negative vote.

3. Presentation from Boy's and Girl's Club of West Central Wisconsin, Dan Crego and Michelle Zuelke addressed the Commission. The Boy's and Girl's Club received a grant in the amount of $840,000 for their expansion project. A concept floor plan diagram was presented for a facility with a gymnasium, kitchen, walking track, multi-purpose room, etc. The grant expires in 2030. They are proposing to build a gymnasium in the parking lot, renovating the former Band Box building and selling the remaining buildings. The property at 917 Superior Avenue has been sold which provides additional funding to start the project. A significant donation has been received for the new gymnasium. The gym space is meant for the community, not just the Boy's and Girl's Club. This project will bring people back downtown. It is requested that the City corroborate with the Boy's and Girl's Club in utilizing this space the best possible way. The Boy's and Girl's Club is looking for support. The project is approximately 50% funded and they are hoping to be open by January 2028. The $900,000 will go toward the renovation. The Boy's and Girl's Club would like to see a programming agreement with the City to lease space for various activities – gymnasium, walking track, etc. Administrator Sarvi advised himself and Dir. Protz will continue to work with the Boy's and Girl's Club and City staff will also assist with future grant requests. No action taken.

4. Consideration and possible action regarding the Tomah Aquatic Center at Buckley Park. The City may have capacity to borrow $3-$5 million for an aquatic center or other recreational opportunities. The City cannot fund an indoor recreation center or indoor pool at this time. Three options were presented. 1. Repair the existing pool at an estimated cost of $3-$5 million which preserves a long-standing community amenity and supports swim lessons and programs and extends the useful life of existing infrastructure. 2. Decommission the Pool and Repurpose the Park. This option is estimated to cost $100,000-$500,000. This option has the lowest capital investment with lower long-term operating costs and provides recreation opportunities for all ages. It would be used year-round and creates new community amenities. Option 3 is to close the pool and do nothing. This option is the lowest immediate expenditure and eliminates pool operating expenses and defers major

investment decisions. Daryl Matzke from Ramaker was present and advised Ramaker is one of the leaders in pools and aquatic centers in the state. The City has a water table issue which limits the depth of the pool at the existing location. We may be able to get up to a 7' depth which could accommodate slides. The diving board aspect would be eliminated. The deep end has settled. Moving forward on the site would require additional investigation. The existing bathhouse is a solid building. The pump house is usable and everything is well maintained. If the Council moves forward, we would have to determine costs for design and budget impacts. We get most of what we want with Option 1 but should also look at Option 2. The cost estimate for the initial concept would be approximately $25,000. This would list out some options with potential concepts for design. It allows people to make informed decisions.

Motion by O Moser, second by S Brand to recommend the Council approve the schematic engineering step which is in the $25,000 range for option 2 as defined by Ramaker which is called the new deep area basin, piping and deck repairs. Motion passed without negative vote.

5. Parks and Recreation Program Report. Director Protz reviewed the monthly Program report. Recreation Station continues with rentals and special events. Adult Co Rec Softball and Co-Rec Volleyball continue. Sunday Open Gyms are offered for pickleball and youth and family basketball. Sign-up for K-4th Grade parks and recreation basketball began Oct. 26th. Staff is also recruiting referees for the adult basketball league. Staff will continue monitoring the water table and reviewing considerations regarding the aquatic center. Recreation Park was busy in October and there are numerous November and December events scheduled. The Ice Center is in full swing. Staff continues to maintain the grounds and buildings.

6. Next meeting will be November 23, 2026 at 5:45 PM.

7. Motion by D Peterson second by D Nelson to adjourn. Meeting adjourned at 6:37 p.m. Motion passed without negative vote.

Respectfully Submitted:

JoAnn Cram, October 28, 2026

RAMAKER
employee-owned

October 20, 2026

Joeseph Protz, Director
City of Tomah Parks & Recreation
316 Arthur Street
Tomah, WI 54660

SUBJECT: TOMAH AQUATIC CENTER CONSIDERATIONS

Dear Mr. Protz:

Thank you for inviting me to tour the Tomah Aquatic Center and for sharing your perspective on the facility's existing concerns. During our October 7 visit, we conducted a limited visual observation of the empty pool basin, aquatic features, pool deck, equipment building, bathhouse, and parking area. The visit was not a detailed condition assessment and did not include testing, destructive investigation, review of concealed conditions, or independent verification of reported piping, settlement, or operational concerns.

The facility appeared well maintained, and nothing observed during the limited visit suggested that deferred routine maintenance contributed to the reported conditions. Aquatic facilities commonly require significant repair or renovation at approximately 20-year intervals because of corrosive environments, weather exposure, normal wear, and evolving user expectations. The original 1965 construction, improvements completed in 1990 and 2007, and the facility's current needs are generally consistent with these lifecycle expectations.

As discussed, the reported challenges may be technically addressable, subject to financial feasibility and alignment with the City of Tomah Parks and Recreation Department's goals. I also reviewed the *Tomah Aquatic Center Closure Frequently Asked Questions* document posted on the Parks and Recreation website. It provides a useful high-level summary of the current situation, key considerations, and decisions ahead.

This letter presents five preliminary planning options and associated rough-order-of-magnitude (ROM) cost ranges, where currently supportable, to inform an initial discussion of financial feasibility. These observations reflect my 40 years of engineering experience in the aquatics industry. Additional input from aquatic-industry specialists, such as Badger Swimpools, Inc., and from Ramaker's architectural and engineering professionals can be incorporated as the City's preferred direction becomes clearer.

The ROM ranges below are conceptual, high-level planning allowances only. They are not based on a formal study and should not be considered study-level or design-level estimates or contractor quotations. The ranges should be refined after the City establishes project goals and completes an appropriate condition assessment, investigation, concept development, and scope definition. Final costs will depend on concealed conditions, selected features and materials, site requirements, code and accessibility requirements, market conditions, escalation, contingency, professional services, and other project-specific factors.

(608) 643-4100
ramaker.com
1955 Atwood Ave, Suite 202
Madison, WI 53704

Option 1 – Aquatic Center Closure | ROM Estimate: $100,000 to $300,000

- **Objective:** Close the aquatic center while limiting deterioration of assets that may support a future, currently undefined use.
- **Principal scope:** Infill or demolish the pool basin to address the potential safety hazard and secure the site.
- **Key limitation:** The bathhouse, pool equipment building, and parking lot would require continued maintenance until a future use is established.
- **Likely outcome:** Aquatic operations cease, while selected existing assets remain available for potential reuse.

Option 2 – New Deep-Area Basin, Piping and Deck Repairs | ROM Estimate: $3 million to $5+ million

- **Objective:** Address the principal deep-area challenges while retaining the shallow pool area substantially in its current configuration.
- **Principal scope:** Complete targeted bathhouse and pool-area repairs, including:
- Repair bathhouse piping.
- Repair waterslide and play-feature piping.
- Repair shallow-area pool piping.
- Demolish the existing deep area and construct a new basin with a maximum depth above the groundwater level; install helical piers to reduce future settlement risk.
- Remove the diving boards and drop slide; consider smaller slides, a climbing wall, or other features.
- Construct pool-deck areas associated with the new basin and piping repairs.
- Construct a new dewatering well and winterizing sump.
- Provide a new pool-basin interior finish using paint, plaster, or a PVC liner.
- **Key limitation:** The retained shallow area and associated systems would remain subject to their existing configuration, condition, and remaining service life. This option primarily addresses operability and would not necessarily provide broader modernization, programming, accessibility, energy-efficiency, or long-term service-life improvements.
- **Likely outcome:** The most significant deep-area concerns are addressed while substantial portions of the existing facility remain in service.

Option 3 – New Pools at Existing Site | ROM Estimate: $6 million to $8+ million

- **Objective:** Redevelop the aquatic center at its existing location with right-sized pools and features aligned with community needs and the City's long-term goals for an outdoor aquatic facility.
- **Principal scope:** Modernize the bathhouse, repair the equipment building, and construct new pools, including:
- Potential bathhouse renovations such as a breezeway entrance, family changing rooms, improved staff areas, and expanded concession services.
- Demolish the existing pools and features.
- Construct pools appropriately sized for anticipated attendance and configured to support efficient lifeguard staffing.

- Reduce overall pool depth and support the new basins on piers to mitigate risks associated with the high groundwater table and settlement.
- **Key limitations:** The existing site and nearly 50-year-old bathhouse may constrain layout, programming, construction phasing, accessibility improvements, and long-term service life. The City should also consider whether a major investment in an outdoor facility aligns with its long-term goal of developing an indoor aquatic center.
- **Likely outcome:** A substantially renewed outdoor aquatic center that better aligns programming, accessibility, operating efficiency, and lifecycle planning with community priorities while retaining the existing location.

Option 4 – New Outdoor Aquatic Center at a New Site | ROM Estimate: $10 million to $20+ million

- **Objective:** Develop a new outdoor aquatic center tailored to the City's long-term program and service goals at a new location.
- **Principal scope:** Acquire a site and provide grading, stormwater management, utilities, parking, a bathhouse, a pool equipment building, pools, aquatic features, and deck areas.
- **Key limitations:** Cost is highly dependent on land acquisition, site conditions, facility capacity, selected amenities, and supporting infrastructure. Relocation may not receive broad community support, and the City should consider whether investment in a new outdoor facility aligns with its long-term goal of developing an indoor aquatic center.
- **Likely outcome:** A purpose-built outdoor facility offering the greatest flexibility to align programming, accessibility, operating efficiency, and lifecycle planning with community priorities.

Option 5 – New Indoor Aquatic and Recreation Center | ROM Estimate: To Be Determined

- **Objective:** Advance the City's long-standing goal of developing a year-round indoor aquatic and recreation facility.
- **Planning context:** City comprehensive plans have identified an indoor recreation center since 2003, and the *Tomah Comprehensive Plan 2045* calls for its completion no later than 2045.
- **Prior concept:** The City previously commissioned architectural and engineering site plans for City-owned property at 1201 Eggleson Street. The concept used a phased approach leading to an indoor pool, basketball courts, a fitness room, and community spaces.
- **Principal scope:** Confirm community needs, facility programming, site suitability, phasing, partnerships, capital funding, operating costs, and long-term maintenance requirements; then update or replace the prior concept as appropriate.
- **Key limitation:** The earlier project did not proceed because of its estimated cost. A current ROM range should be developed only after the City defines the desired program, phasing strategy, and scope of evaluation and master-planning services.
- **Likely outcome:** A phased, year-round facility that could expand aquatic, fitness, recreation, and community programming, subject to affordability, operating sustainability, partnerships, and community support.

These high-level planning options are intended to help the City identify which approaches merit further evaluation. Options that do not align with community priorities, long-term goals, or available funding can be set aside so that subsequent evaluation and master-planning efforts focus on the most viable alternatives.

Ramaker is a multidisciplinary architectural and engineering firm headquartered in Madison, Wisconsin, with extensive experience providing aquatic-facility evaluation and master-planning services. Our recent work demonstrates an integrated approach to evaluating pools, water-treatment equipment, aquatic features, and supporting buildings for current condition, remaining service life, code and accessibility considerations, and capital needs. Building on these findings, Ramaker develops master plans that define viable repair, renovation, replacement, and new-facility alternatives; align them with community priorities and operational goals; and provide ROM construction cost estimates for informed decision-making.

To support proposal development, the City should first identify which options it wants studied and the desired depth of technical evaluation, concept development, stakeholder engagement, and cost analysis. A clearly defined scope will allow Ramaker to prepare a focused proposal responsive to the City's needs.

I would be pleased to meet with City representatives to discuss these considerations and help clarify the desired scope. Once the City's priorities and requested services are defined, Ramaker can prepare a proposal for the City's consideration.

Sincerely,

RAMAKER & ASSOCIATES, INC.

Daryl Matzke, PE
Aquatics Industry Specialist
dmatzke@ramaker.com

Enclosures – Ramaker Aquatics Facility Statement of Qualifications

Buckley Park Future Use Options

City of Tomah Community Decision Guide

OPTION 1: REPAIR EXISTING POOL

Estimated Capital Cost: $3 Million - $5 Million

Maintains outdoor swimming opportunities, preserves an established community amenity, supports swim lessons and seasonal recreation. Annual operating cost: $200,000-$400,000. Estimated annual revenue: $50,000-$150,000. Estimated annual subsidy: $100,000-$350,000.

OPTION 2: DECOMMISSION POOL & REPURPOSE PARK

Estimated Capital Cost: $100,000 - $500,000

Potential amenities include pickleball courts, playground improvements, walking trails, green space and gathering areas. Annual operating cost: $5,000-$25,000. Revenue potential: minimal. Estimated annual subsidy: $5,000-$25,000.

OPTION 3: CLOSE POOL & DO NOTHING

Minimal Immediate Cost

Eliminates pool operating expenses but provides no new recreation opportunities. Annual site cost: $5,000-$20,000. Revenue: none.

Comparison of Options

Category	Repair Pool	Repurpose Park	Close & Do Nothing
Capital Cost	$3M-$5M	$100K-$500K	Minimal
Annual Cost	$200K-$400K	$5K-$25K	$5K-$20K
Revenue Potential	$50K-$150K	Minimal	None
Swimming Opportunity	Yes	No	No
Sustainability	Moderate	High	Low

Key Community Question: Should the City invest $3-5 million to continue outdoor aquatic recreation, repurpose Buckley Park into a lower-cost multi-use recreation destination, or close the facility and make no additional investment?

RAMAKER



RAMAKER
AQUATIC FACILITIES

Architecture + Engineering
(608) 643-4100 | www.ramaker.com

ABOUT RAMAKER

100% EMPLOYEE-OWNED SINCE 2007

THE RAMAKER STORY

Ramaker is a full-service architecture, engineering, and interior design firm built to approach challenges from a broad perspective and deliver innovative solutions for a variety of project types.

Ramaker's longest standing and specialized service is pool and aquatic facility design and development. Our staff assists communities, school districts, fitness clubs, developers, hotels, resorts, and waterparks in their efforts to design exciting new aquatic facilities, or rehabilitate existing facilities. Ramaker specializes in aquatic facility design from concept to completion. We work closely and cooperatively with our clients to successfully complete projects within budget and on time. Our staff is also very familiar with many potential cost-saving strategies and will make recommendations to our clients if there is an opportunity to save money or increase revenue.

Established //
1992

Business Organization //
S-Corporation

Address //
1955 Atwood Avenue
Suite 202
Madison, WI 53704

Web //
ramaker.com

Phone //
(608) 643-4100

AQUATICS SERVICES WE PROVIDE

- Swimming Pool Design & Engineering
- Pool, Bathhouse, and Waterpark Evaluations
- Waterpark Feasibility & Master Planning
- Feature Design and Selection
- Waterslide Structural Evaluations & Engineering
- Holistic approach to project development with extensive in-house capabilities





ROCHESTER, MN

SOLDIERS FIELD MEMORIAL AQUATIC CENTER

The City of Rochester invested time and effort to create a System Plan back in 2015/2016, along with a 2021 Community Survey to generate public input about their community parks. This planning and engagement led to a site assessment and the beginning of concept and schematic design in the fall of 2022 for the new Soldiers Field Park aquatic center with the City of Rochester led by HKGi with Ramaker, Miller Dunwiddie, and WHKS as subconsultants and a user group engagement. In early 2023 a concept was approved by the City including a 50-meter, 6-lane lap pool, a lazy river with slide plunge pool, and a wading pool.

Following the approval of the concept, Ramaker was hired for aquatic engineering services to address the development and submittal of the pool construction documents to the Minnesota Department of Health. Improvements were also made to the existing bathhouse, demolition of the existing pool equipment building, and a new pool equipment building which will include pool equipment, concessions, storage, and staff areas with Ramaker providing mechanical, electrical, plumbing, and structural engineering services.

CONSTRUCTION COMPLETED
2024

PRE-BID POOL CONSTRUCTION ESTIMATE
$6.8 Million

BASE POOL BID
$5.94 Million

POOL BID WITH ACCEPTED ALTERNATES
$6.56 Million

TOTAL POOL CONSTRUCTION COST WITH CITY REQUESTED LAZY RIVER EXPANSION AFTER BID
$6.87 Million

Contact

Ben Boldt
City of Rochester
bboldt@rochestermn.gov
(507) 328-2528



MINNEAPOLIS, MN

NORTH COMMONS PARK OUTDOOR AQUATIC CENTER

North Commons Park aquatic center is currently undergoing a complete rebuild as part of a major $45–$49 million renovation of North Commons Park in Minneapolis. The facility is closed through 2025 and 2026 for construction, with a scheduled reopening in 2027.

Ramaker has provided the Minneapolis Park and Recreation Board aquatic master planning, evaluation, and design services for the project since 2022.

The updated 40,000-square-foot facility is designed to accommodate over 600 people and will include a six-lane lap pool, wading pool, drop slide, and 2 waterslides from a 25’ tower.

CONSTRUCTION COMPLETED
In Progress

PRE-BID POOL CONSTRUCTION ESTIMATE BY RAMAKER
$5.9 Million

BASE POOL BID
$5.7 Million

SERVICES PROVIDED
Aquatic evaluation, design, permitting, and construction administration services

Contact
Dan Elias
Minneapolis Park and Rec Board
delias@minneapolisparks.org
(312) 499-3011



MADISON, WI

RIDGEWOOD POOL

Ramaker was selected by the Ridgewood Pool Board of Directors to provide Aquatic, Architectural, and Structural Design and Engineering Services for a new 8-lane competition lap pool, diving well with three boards, and wading pool. In addition, we provided structural engineering for the new bathhouse and concession stand.

These new facilities, along with the original 6-lane recreation/lesson pool, will allow swim lessons, exercise and fitness, competition, and recreation to continue for families for generations to come.

SERVICES PROVIDED
Architectural, structural, and aquatic evaluation, design, permitting and construction administration services

COMPLETED
2023



Contact

Travis Schreiber
schreiber.travis@gmail.com
(608) 347-3779



WEST BERLIN, NJ

THE WATER MAIN AT DIGGERLAND USA

In 2020, Diggerland expanded its construction-themed, family-fun park by adding an outdoor Aquatic Recreation Center. Tne area includes a large multi-use pool, a slide tower over 20-feet tall with 2 body slide flumes, and a children's wading pool.

In summer 2022, they expanded its list of water park attractions with two new features. Ramaker provided engineering services for The Water Main's second phase of development, which included a wave pool and activity pool with a floating obstacle course.

SERVICES PROVIDED
Aquatics, MEP Engineering

COMPLETED
2020 & 2022

FEATURES
Two 23′ waterslides
Massive wave pool
Activity pool







PEOSTA, IA

THUNDER HILLS COUNTRY CLUB

When the operations team at Thunder Hills Country Club in Peosta, Iowa, decided to replace the facility's outdoor pool and renovate and expand the bathhouse and dining areas, they partnered with Ramaker for architectural design, aquatic design, surveying, and aquatic, civil, geotechnical, and MEPS engineering services.

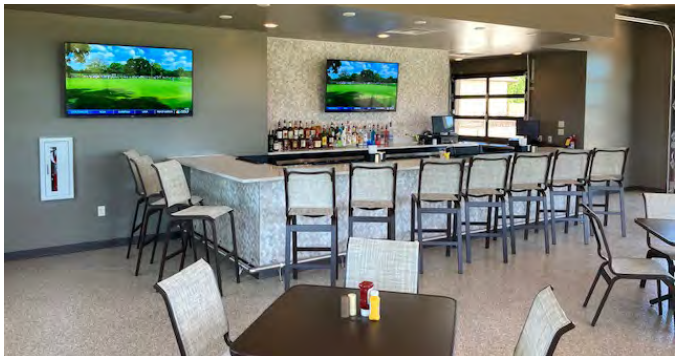
The project included replacing Thunder Hills Country Club's existing pool with a larger, family-friendly pool, extending the pool deck to accommodate the new design, and expanding and renovating the indoor food service, bar, and concessions area.

SERVICES PROVIDED
Architectural design, aquatic design, surveying, and aquatic, civil, geotechnical, and MEPS engineering

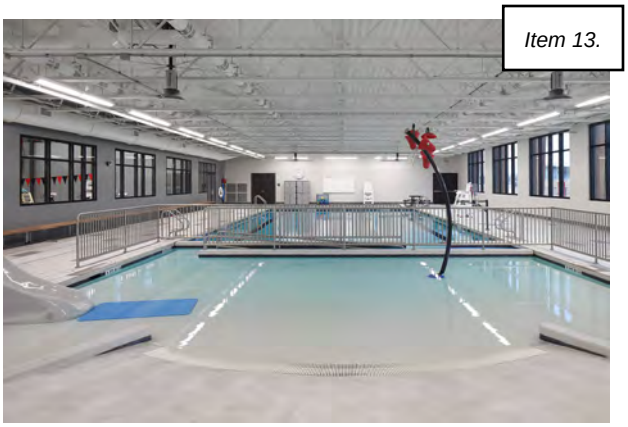
COMPLETED
2021

FEATURES
New outdoor pool, bathhouse and concessions renovations









SAUK PRAIRIE HIGH SCHOOL POOL

SAUK CITY, WI

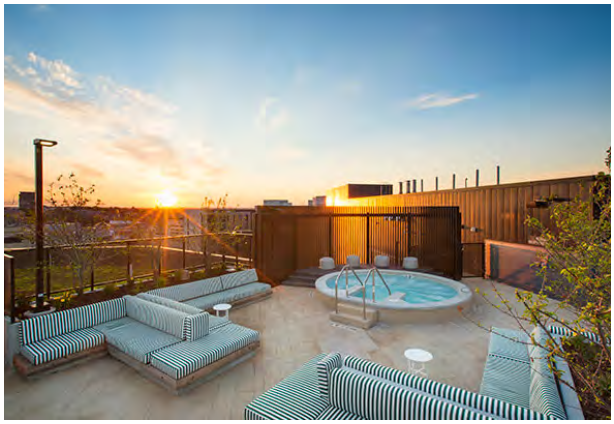




HILL FARM SWIM CLUB

MADISON, WI

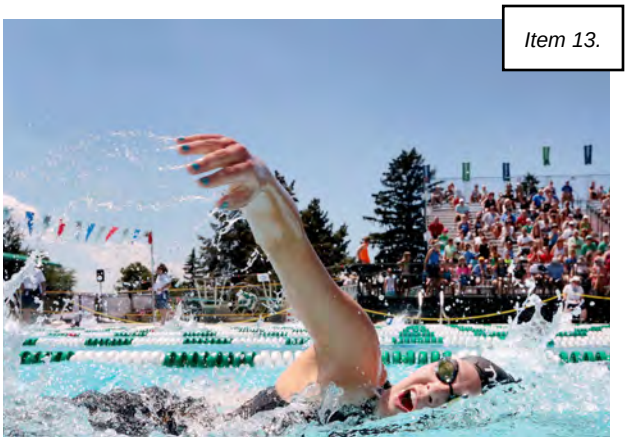




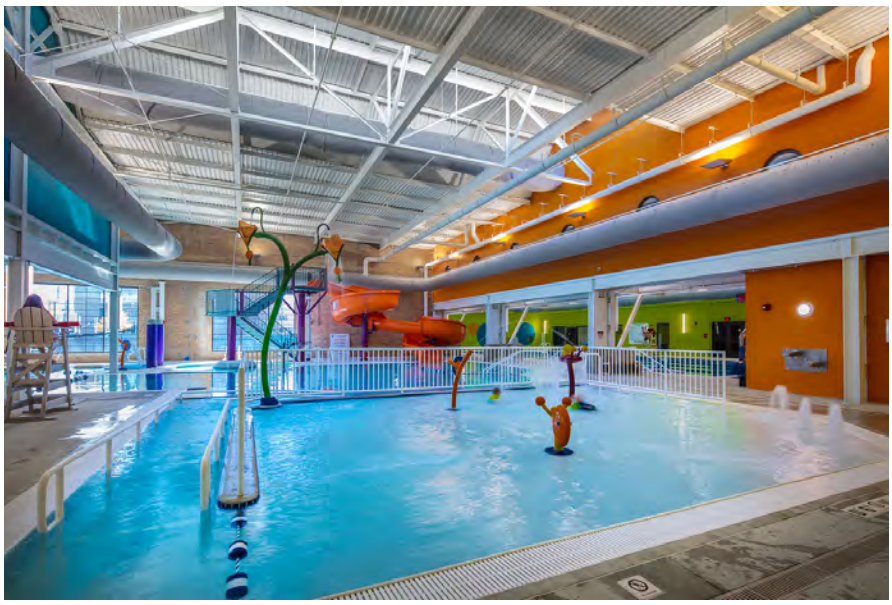
THE JAMES APARTMENTS

MADISON, WI





MAPLE BLUFF COUNTRY CLUB
MADISON, WI



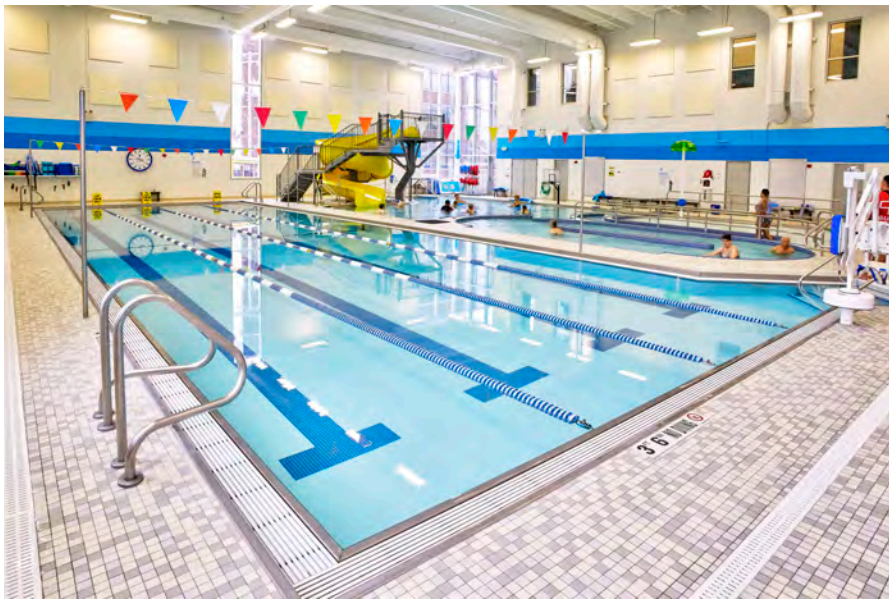


STATELINE YMCA
BELOIT, WI





JELLYSTONE PARK AT PINE LAKES
PITTSFIELD, IL





MIDWAY YMCA

ST. PAUL, MN





MAGNOLIA GREEN

MOSELEY, VA

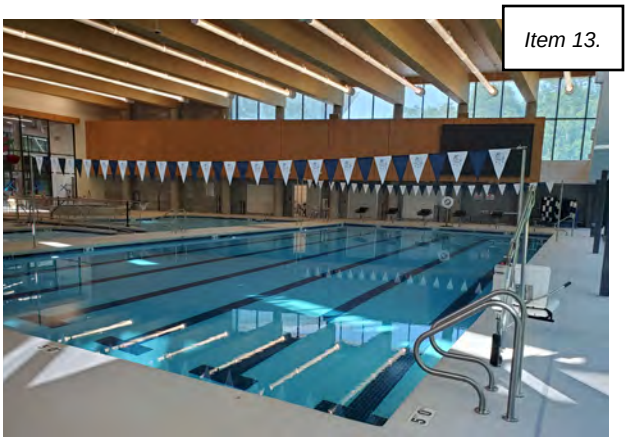




BELOIT COLLEGE POWERHOUSE POOL

BELOIT, WI





FOREST COUNTY POTAWATOMI COMMUNITY CENTER

CRANDON, WI





THE HUB APARTMENTS

MADISON, WI





COLBURN PARK

GREEN BAY, WI





BRADLEY WATERPARK

BRADLEY, IL





ICARUS/ICARIA ADDITION

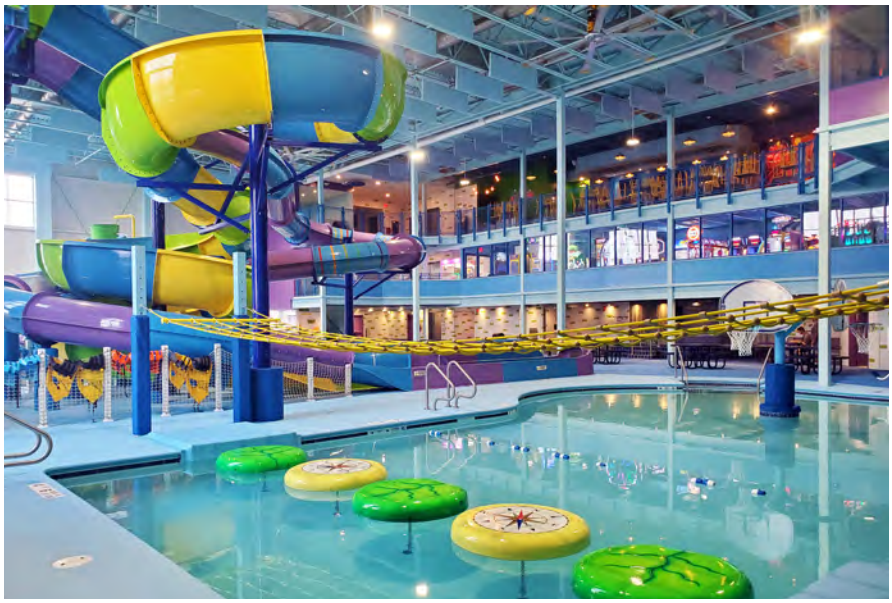
WISCONSIN DELLS, WI





MEDUSA'S SLIDEWHEEL

WISCONSIN DELLS, WI





SPLASH INDOOR WATERPARK

OSWEGO, NY





WILD WEST WATERPARK

WISCONSIN DELLS, WI





EPIC WATERS

GRAND PRAIRIE, TX