



AGENDA FOR COMMON COUNCIL

A Common Council meeting will be held on **Monday, December 15, 2025 at 6:30 PM**
in the **Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.**

Join Zoom Meeting:

<https://zoom.us/j/7689466740?pwd=dEdLR2hXK0ZYMK1qNU5vNFlwMzdSZz09>

Meeting ID: 768 946 6740 Password: Tomah2020

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

CALL TO ORDER:

1. Pledge of Allegiance
2. Roll Call

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

MAYOR:

3. Employee of the Month: Ashley Bankhead
4. Monthly Update

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

- [5.](#) Approval of Minutes from November 17, 2025
- [6.](#) Approval: Secondhand Article Dealer License Application for ecoATM, LLC
- [7.](#) Approval: Resolution for the Payment of Monthly Bills

COMMITTEE OF THE WHOLE:

- [8.](#) Approval: 2025 Exercise of Options Public Transit Third Year Between City of Tomah and Abby Vans, Inc.
- [9.](#) Approval: 2026 City of Tomah Organizational Chart and Command Relationships
- [10.](#) Approval: 2026 City of Tomah Official Employee Position Count
- [11.](#) Approval: Job Description for Captain in the Tomah Area Ambulance Service
- [12.](#) Approval: Job Description for Lieutenant in the Tomah Area Ambulance Service
- [13.](#) Approval: Ordinance Fee Schedule

PUBLIC WORKS AND UTILITIES COMMISSION:

- [14.](#) Approval: Sewer Rate Increase

Common Council – December 15, 2025

APPOINTMENTS:

- [15.](#) Approval: Appointment of 2026-2027 Election Officials

GENERAL:

- [16.](#) Approval: Facade Improvement Grant Program Application 7-2025 (Rezin Real Estate)
- [17.](#) Approval: Facade Improvement Grant Program 8-2025 (Harbor Beach LLC)
- [18.](#) Approval: Resolution declaring official intent to reimburse expenditures from proceeds of borrowing.

ADJOURN:

19. Adjourn to closed session pursuant to Wis. Stat. 19.85.

(1) Any meeting of a governmental body, upon motion duly made and carried, may be convened in closed session under one or more of the exemptions provided in this section. The motion shall be carried by a majority vote in such manner that the vote of each member is ascertained and recorded in the minutes. No motion to convene in closed session may be adopted unless the chief presiding officer announces to those present at the meeting at which such motion is made, the nature of the business to be considered at such closed session, and the specific exemption or exemptions under this subsection by which such closed session is claimed to be authorized. Such announcement shall become part of the record of the meeting. No business may be taken up at any closed session except that which relates to matters contained in the chief presiding officer's announcement of the closed session. A closed session may be held for any of the following purposes:

(b) Considering dismissal, demotion, licensing or discipline of any public employee or person licensed by a board or commission or the investigation of charges against such person, or considering the grant or denial of tenure for a university faculty member, and the taking of formal action on any such matter; provided that the faculty member or other public employee or person licensed is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action may be taken. The notice shall contain a statement that the person has the right to demand that the evidentiary hearing or meeting be held in open session. This paragraph and par. (f) do not apply to any such evidentiary hearing or meeting where the employee or person licensed requests that an open session be held:

-Consideration of allegations of the misuse of funds by a city employee requiring an administrative investigation and possible approval of disciplinary action.

-Considering the discipline of a public employee for neglect of duty and possible approval of disciplinary action.

(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

-Approval: City Clerk performance evaluation.

-Approval: Director of the Library performance evaluation.

-Approval: Director of Parks and Recreation performance evaluation.

-Approval: Chief of Police performance evaluation.

-Approval: Director of Public Safety performance evaluation.

-Approval: Director of Public Works and Utilities performance evaluation.

-Approval: Director of Senior and Disabled Services performance evaluation.

-Approval: City Treasurer performance evaluation.

-Approval: Zoning Administrator performance evaluation.

-Approval: City Administrator performance evaluation.

Common Council – December 15, 2025

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

- Continued consideration regarding the purchase of Property A, Property B, and/or Property C.
- Deliberation regarding collective bargaining agreement with the ambulance employee union.
- Approval: Contract agreement authorizing the use of city parking lot for vehicle staging for White Co LLC.

(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.

- Conferring with legal counsel regarding ongoing threats of litigation by a private citizen.

20. Reconvene to open sessions pursuant to Wis. Stat. 19.85(3):

- Approval: 2026-2027 Ambulance Union Collective Bargaining Agreement.

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

MINUTES FOR NOVEMBER 20, 2025, COMMON COUNCIL

CALL TO ORDER:

A regular meeting of the Common Council was held at 819 Superior Ave. in the City Council Chambers. The meeting was called to order by Mayor Paul Dwyer at 6:30 p.m. After the Pledge of Allegiance, roll call was taken. Present: John Glynn, Richard Yarrington, Nellie Pater, Shawn Zabinski, Travis Scholze, P. Dwyer, Dean Peterson, and Mitchell Koel. Absent: Patrick Devine. Also present: Nick Morales, Nicole Jacobs, Joe Protz, Pam Buchda, Brandy Leis, Eric Pedersen, Tim Adler, Bob Walker, and Penny Precour. The meeting was available via Zoom and was recorded by Hagen Sports Network. All motions are unanimously approved unless otherwise noted.

ANYONE DESIRING TO APPEAR TO COUNCIL:

Connie Sistrunk appeared before the council to speak about her home in the city. Her and her husband have been trying to make modifications to their home to make it more inclusive, however, they have been denied permits due to setback standards. She respectfully asked the council to implement relaxation standards for individuals with disabilities. No one else desired to appear before the council.

2026 BUDGET PUBLIC HEARING:

Open the Public Hearing

Motion by M. Koel, second by R. Yarrington to open the public hearing at 6:36 p.m.

2026 Budget Hearing Summary

Administrator Morales presented the 2026 Budget Summary. Council members were presented with the resolution to adopt the budget for Fiscal Year 2026 and establish the tax rate; the recommendation from Committee of the Whole was to approve the proposed budget. T. Scholze asked for clarification as to whether or not the budget included the updated fee schedule. Morales explained that it did.

Request for Public Comment

There were no requests for public comment.

Close the Public Hearing

Motion by T. Scholze, second by D. Peterson to close the public hearing at 6:38 p.m.

Approval: Resolution Adopting the 2026 Budget

Motion by J. Glynn, second by S. Zabinski, to approve the resolution adopting the 2026 Budget and tax rate. R. Yarrington questioned the total revenues of \$8.7 million and the total expenditures of \$10.2 million and how the gap is closed. Morales stated it was closed by special revenue funds. Motion carried.

MAYOR:

Employee of the Month

Mayor P. Dwyer announced this month’s Employee of the Month as Bob Walker. Bob Walker was presented a certificate and recognized for his efforts to the City of Tomah.

Monthly Update

No additional report was given by the Mayor.

CONSENT AGENDA:

Motion by M. Koel, second by N. Pater, to approve the following consent agenda: Motion carried.

Approval of Minutes from October 20, 2025

Approval: Resolution for the Payment of Monthly Bills

Approval: Application of Class “B” Beer Fermented Malt Beverage License and “Class B” Liquor License Renewal for Elmer W. Grassman Post No. 201 DBA Tomah American Legion Post 201 at 800 Wisconsin Ave., Tomah, WI

Approval: Application of Class “B” Beer Fermented Malt Beverage License and “Class B” Liquor License for FushCo, LLC DBA Brick Sip Haus at 800 Superior Ave, Tomah, WI

Approval: Application of Class “B” Fermented Malt Beverage License and “Class B” Liquor License Transfer for Cancun Bay LTD from 1422 Superior Ave to 701 E Clifton St Suite #2, Tomah, WI

Approval: Application of Reserve Class “B” Liquor License and “Class B” Fermented Malt Beverage License for Panchos LLC at 1422 Superior Avenue, Tomah, WI

Approval: Secondhand Article & Jewelry Dealer Licenses Application for Antique Mall of Tomah

SENIOR & DISABLED SERVICES BOARD:

Common Council – November 17, 2025

Approval: Recommendation to deposit \$200,000 of Doris J. Johnson trust donation into a certificate of deposit to earn a yearly interest income for the Senior Center/Senior & Disabled Services Department

Motion by T. Scholze, second by S. Zabinski, to approve the board recommendation to deposit \$200,000 of Doris J. Johnson trust donation in a certificate of deposit to earn a yearly interest income for the Senior Center/ Senior & Disabled Services Department. Motion carried.

PUBLIC WORKS AND UTILITIES COMMISSION:

Approval: Resolution for Functional Classification Update

Motion by D. Peterson, second by N. Pater, to approve the resolution for functional classification update. Motion carried.

APPOINTMENTS:

Approval: Appointment of Scott Brand to the Parks and Recreation Commission

Motion by M. Koel, second by S. Zabinski, to approve the mayoral appointment of Scott Brand to the Parks and Recreation Commission to fulfill the remaining term of Josephine Piper ending in April 2026. Motion carried.

GENERAL:

Approval: Reimbursement of funds for Façade Improvement Grant Program 1-2025 (The Crow Bar)

Motion by J. Glynn, second by S. Zabinski, to approve reimbursement of funds for Façade Improvement Grant Program 1-2025 (The Crow Bar) in the amount of \$5,265. Motion carried. (Yarrington opposed.)

Approval: Reimbursement of funds for Facade Improvement Grant Application 2-2025 (The Bank Bar)

Motion by J. Glynn, second by T. Scholze to approve reimbursement of funds for Façade Improvement Grant Application 2-2025 (The Bank Bar) not to exceed the amount of \$10,000. Motion carried. (Yarrington opposed.)

Approval: Reimbursement of funds for Facade Improvement Grant Application 3-2025 (All Things Amish and More)

Motion by J. Glynn, second by T. Scholze, to approve the reimbursement of funds for Facade Improvement Grant Application 3-2025 (All Things Amish and More) not to exceed the amount of \$10,000. Motion carried. (Yarrington opposed.)

Approval: Facade Improvement Grant Program Application 5-2025 (Strike Zone/Pizones)

Motion by M. Koel, second by J. Glynn, to approve the Facade Improvement Grant Program Application 5-2025 (Strike Zone/Pizones) in the amount of \$9,562.50 with the condition that all required documents are submitted and approved by the city administrator prior to issuance. Motion carried. (Yarrington opposed.)

Approval: Facade Improvement Grant Application 6-2025 (Tomah Granite)

Motion by J. Glynn, second by S. Zabinski, to approve the Facade Improvement Grant Application 6-2025 (Tomah Granite) not to exceed the amount of \$10,000. Motion carried. (Yarrington opposed.)

ADJOURN:

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

Motion by D. Peterson, second by N. Pater, to adjourn to closed session under Wis Stat § 19.85(1) as listed on the agenda. Motion carried. Meeting adjourned to closed session at 6:53 p.m.

(1) Any meeting of a governmental body, upon motion duly made and carried, may be convened in closed session under one or more of the exemptions provided in this section. The motion shall be carried by a majority vote in such manner that the vote of each member is ascertained and recorded in the minutes. No motion to convene in closed session may be adopted unless the chief presiding officer announces to those present at the meeting at which such motion is made, the nature of the business to be considered at such closed session, and the specific exemption or exemptions under this subsection by which such closed session is claimed to be authorized. Such announcement shall become part of the record of the meeting. No business may be taken up at any closed session except that which relates to matters contained in the chief presiding officer’s announcement of the closed session. A closed session may be held for any of the following purposes:

(b) Considering dismissal, demotion, licensing or discipline of any public employee or person licensed by a board or commission or the investigation of charges against such person, or considering the grant or denial of tenure for a university faculty member, and the taking of formal action on any such matter; provided that the faculty member or other public employee or person licensed is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action may be taken. The notice shall contain a statement that the person has the right to demand that the evidentiary hearing or meeting be held in open session. This paragraph and par. (f) do not apply to any such evidentiary hearing or meeting where the employee or person licensed requests that an open session be held:

-Allegations of the misuse of funds by a city employee requiring the initiation of an administrative investigation and possible discipline at a future date.

Common Council – November 17, 2025

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

-Considering the purchase of Property A, Property B, and/or Property C.

(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:

-Suspected room tax evasion by a corporation no further action.

(3) Nothing in this subchapter shall be construed to authorize a governmental body to consider at a meeting in closed session the final ratification or approval of a collective bargaining agreement under subch. I, IV, or V of ch. 111 which has been negotiated by such body or on its behalf:

-Deliberation regarding the proposed Collective Bargaining Agreement for the Ambulance Employee Union 2026-2027 contract.

Adjourn Meeting

Motion by R. Yarrington, second by N. Pater, to adjourn the meeting at 8:04 p.m. Motion carried.

Respectfully submitted,

Nicole Jacobs, City Clerk

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Secondhand Article Dealer License Application for ecoATM, LLC

Summary and Background Information:

(Appropriate Documentation Attached)

Hunter B'Jorkman with ecoATM has applied for a Secondhand Article Dealer License renewal for the kiosk inside Walmart located at 222 W McCoy Blvd, Tomah, WI 54660, for the licensing period of January 1, 2026 through December 31, 2026.

Fiscal Note:

The City receives \$27.50 for the Secondhand Article Dealer License.

Recommendation:

The application has been completed and reviewed. It is requested that the Committee of the Whole recommend the Common Council approve the Secondhand Article Dealer license as requested.

Respectfully submitted by:

Nicole Jacobs, City Clerk

Committee: Committee of the Whole & Common Council

Meeting Date: December 8 & 15, 2025

RESOLUTION NO : _____

RESOLUTION AUTHORIZING
PAYMENT OF MONTHLY BILLS

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

1. Pre-Paid Checks:	2025	\$85,289.86	Check #'s:	148126	148127
2. Payroll:		\$310,145.14	Dir Dep #'s:	9308296	9308628
3. Wire/ACH Transfers:		\$369,182.93			
4. Invoices:		\$14,538.02			
Total:		<u>\$779,155.95</u>			

Mayor

Clerk

Requested by: Finance Department

Submitted by: Committee of the Whole

December 8, 2025

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
148126										
11/25	11/19/2025	148126	2131	3RT NETWORKS	CW38257	1	01-51450-2900	.00	3,390.00	3,390.00
11/25	11/19/2025	148126	2131	3RT NETWORKS	CW38258	1	01-51450-2900	.00	4,719.75	4,719.75
Total 148126:								.00		8,109.75
148127										
11/25	11/19/2025	148127	2602	ABBY VANS INC.	23133	1	11-53520-3400	.00	97,416.86	97,416.86
11/25	11/19/2025	148127	2602	ABBY VANS INC.	23133	2	11-46350	.00	20,236.75-	20,236.75-
Total 148127:								.00		77,180.11
Grand Totals:								.00		85,289.86

Dated: _____

Mayor: _____ Dwyer, Paul

City Council: _____ Glynn, John

_____ Pater, Nellie

_____ Peterson, Dean

_____ Devine, Patrick

_____ Scholze, Travis

_____ Koel, Mitch

_____ Yarrington, Richard

_____ Zabinski, Shawn

M = Manual Check, V = Void Check

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
MONROE CO SOLID WASTE							
461	MONROE CO SOLID WASTE	306	NOV 2025 LANDFILL	11/30/2025	01-53630-5300 SOLID WSTE DISP RE	14,223.43	
Total MONROE CO SOLID WASTE:						14,223.43	
TOMAH WATER UTILITY							
659	TOMAH WATER UTILITY	2263.01 Nov 2	2263.01 NOV 2025	12/03/2025	01-53311-2220 HWY/ST MAINT UTIL-W	121.70	
659	TOMAH WATER UTILITY	854.01 Nov 20	854.01 NOV 2025	12/04/2025	01-53311-2220 HWY/ST MAINT UTIL-W	22.60	
659	TOMAH WATER UTILITY	Nov 2025 Bloy	NOV WARER 2025 BLOYER	12/04/2025	01-53510-2220 AIRPORT UTIL-W&S	25.28	
659	TOMAH WATER UTILITY	Nov 2025 E Mil	NOV 2025 E MILWUAKEE BRICK BUIL	12/04/2025	01-53311-2220 HWY/ST MAINT UTIL-W	25.28	
659	TOMAH WATER UTILITY	Nov 2025 Main	NOV 2025 WATER BILL MAIN SHOP	12/04/2025	01-53311-2220 HWY/ST MAINT UTIL-W	97.13	
659	TOMAH WATER UTILITY	Water Bill Nov	WATER BILL NOV 2025 MILWAUKEE F	12/04/2025	01-53311-2220 HWY/ST MAINT UTIL-W	22.60	
Total TOMAH WATER UTILITY:						314.59	
Grand Totals:						14,538.02	

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

Mayor: _____ Dwyer, Paul

City Council: _____ Glynn, John

_____ Pater, Nellie

_____ Peterson, Dean

_____ Devine, Patrick

_____ Scholze, Travis

_____ Koel. Mitch

_____ Yarrington, Richard

_____ Zabinski, Shawn

EXERCISE OF OPTIONS FOR SHARED-RIDE TAXI (SRT) SERVICES

Instructions: Transit Systems must complete all blue sections of this form. The federal clauses (attached below this form) must also be signed by the supplier and submitted to **Joe Turchi**.

Please note: Transit systems that have a 2-year base contract and do not require an exercise of options do not need to complete and submit this form.

Transit Name	Shared Ride Taxi Service for the City of Tomah		
Contract Number	N/A	In what year was the solicitation of this contract completed?	2026

Shared-Ride Taxi (SRT) contracts include options to ensure the future availability of services, so long as the Transit System is able to justify those options as needed for its public transportation or project purposes. An option is a unilateral right in a contract by which, for a specified time, a recipient may acquire additional equipment, supplies, or services than originally procured.

As required by Federal Transit Administration's (FTA) [Circular 4220.1G](#), Transit Systems must complete a price analysis for every mutually agreed upon Shared Ride Taxi contract option.

Exercise of Options

Transit system must notate a check next to the appropriate cell:

<input type="checkbox"/>	CY2026 will be the second year of the contract and it needs an exercise of options.
<input checked="" type="checkbox"/>	CY2026 will be the third year of the contract and it needs an exercise of options.
<input type="checkbox"/>	CY2026 will be the fourth year of the contract and it needs an exercise of options.
<input type="checkbox"/>	CY2026 will be the fifth year of the contract and it needs an exercise of options.

Updated Vendor's Hourly Rate

To calculate your vendor's updated hourly rate for the next year, add the annual inflation rate percentage points (from August 2025) to the vendor's current rate.

The Consumer Price Index for all items as published on the Bureau of Labor Statistics web site can be found [here](#).

The current rate (CPI-U) for all items used for this calculation is 2.9% based on the annual rate from August 2025 in the Transit System's RFP.

Shared Ride Taxi Service for the City of Tomah current rate per hour (A)	Current Rate of Inflation (To reflect the increase this rate is presented as "1+percent") (B)	Rate that will be paid in 2026 (Sum of Cell A multiplied by Cell B)
\$49.10	1.02	\$50.08

Transit System must compare the 2026 rate with the spreadsheet of Shared-Ride Taxi service costs for systems statewide (taking into account similar percentage increases for inflation as calculated above).

Contract Max Amount

The maximum amount of funding for this contract extension shall be \$ **1,171,872.00** based on 23,400 hours of service at the rate of \$ **50.08** per hour.

Fair and Reasonable Justification

Transit System must provide a written justification, with **specific information**, why the Vendor's 2026 hourly rate is fair and reasonable (Stating "per contract" is not an adequate response to comply with FTA requirements).

The Vendor's rate is fair and reasonable because: The hourly rate increase is less than the established current rate of inflation of 2.9%

By signing this form, *Shared Ride Taxi for the City of Tomah* agrees to a one-year extension of shared ride taxi service contract with Abby Vans Inc. that is in accordance with the original contract, Request for Proposal solicitation, all attachments, addenda and revisions, the contractor's proposal, and all applicable federal certifications and clauses. This extension is valid for January 1st, 2026 to December 31st, 2026.

Please have this document signed by the supplier and a transit system signatory authority, email the signed document to **Joe Turchi** josepho.turchi@dot.wi.gov 608-267-3568

The federal clauses (attached below) must also be signed by the supplier and submitted to **Joe Turchi**.



Abby Vans Inc.

10/23/25

Vendor/Provider Name and Signature

Date

Shared Ride Taxi for the City of Tomah
Transit System/ Municipality Name & Signature

Date

Federal Clauses

for

Federal Contracts



**Prepared by the Wisconsin Department of Transportation Bureau of
Transit, Local Roads, Railroads and Harbors**

Date: September 24, 2025

Table of Contents

Overview: All Federal Clauses in this document apply to this solicitation and subsequent award, in addition to the *Terms and Conditions* specified in this solicitation. By submitting a response to this solicitation, the Bidder is agreeing to all Federal Clauses included in this document.

Instructions: Review all the Federal Clauses and sign the Federal Clauses that require a "Bidder Signature". Bidders must attach this Federal Clauses document to the bid submission, along with the required signatures specified in the table below.

No.	TITLE	BIDDER SIGNATURE REQUIRED
1	SPECIAL NOTIFICATION REQUIREMENTS FOR STATES	-
2	LOBBYING	YES
3	GOVERNMENT-WIDE DEBARMENT AND SUSPENSION	YES
4	TAX LIABILITY CERTIFICATION	YES
5	PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	YES
6	NOTIFICATION TO FEDERAL TRANSIT ADMINISTRATION (FTA)	-
7	DISADVANTAGED BUSINESS ENTERPRISE (DBE)	-
8	FLY AMERICA REQUIREMENTS	-
9	CHARTER BUS REQUIREMENTS	-
10	SCHOOL BUS REQUIREMENTS	-
11	CARGO PREFERENCE REQUIREMENTS	-
12	SEISMIC SAFETY REQUIREMENTS	-
13	ENERGY CONSERVATION REQUIREMENTS	-
14	CLEAN WATER REQUIREMENTS	-
15	ACCESS TO RECORDS AND REPORTS	-
16	FEDERAL CHANGES	-
17	BONDING REQUIREMENTS	-
18	CLEAN AIR	-
19	RECYCLED PRODUCTS	-
20	DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS	-
21	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	-
22	EQUAL EMPLOYMENT OPPORTUNITY	-
23	NO GOVERNMENT OBLIGATION TO THIRD PARTIES	-
24	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	-
25	TERMINATION	-
26	PRIVACY ACT	-
27	CIVIL RIGHTS REQUIREMENTS	-
28	BREACHES AND DISPUTE RESOLUTION	-
29	PATENT AND RIGHTS IN DATA	-
30	TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS	-

31	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS	-
32	DRUG AND ALCOHOL TESTING	-
33	SAFE OPERATION OF MOTOR VEHICLES	-
34	ADA ACCESS	-
35	VETERANS EMPLOYMENT	-
36	FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES	-
37	TRAFFICKING IN PERSONS	-
38	SOLID WASTES (RECOVERED MATERIALS)	-

1. **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

FTA Master Agreement

Federal grant monies (\$221,258) fund this contract, in whole or in part (Section 5311-CFDA 20.395). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over \$150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: <http://www.nationalrtap.org/>.

2. **LOBBYING**

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000.

Flow Down Requirement: The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language: Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Lobbying Certification and Disclosure of Lobbying Activities for Third Party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$50,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31

U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Abby Vans Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any

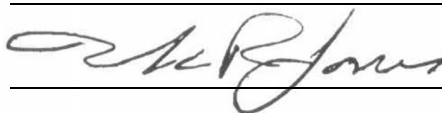
Date

10/23/25

Name of Contractor's Authorized Official

Mark R. Jones

Signature of Contractor's Authorized Official



Title of Contractor's Authorized Official

President

Company Name

Abby Vans Inc.

3. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

CFR part 180

CFR part 1200

CFR § 200.213

CFR part 200 Appendix II (I) Executive Order 12549

Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.

These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

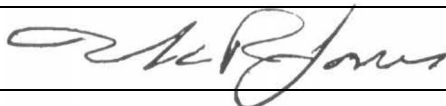
- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- F. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined

by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date	10/23/25
Name of Contractor's Authorized Official	Mark R. Jones
Signature of Contractor's Authorized Official	
Title of Contractor's Authorized Official	President
Company Name	Abby Vans Inc.

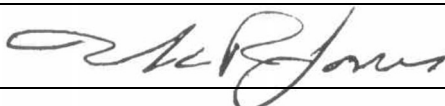
4. **TAX LIABILITY CERTIFICATION**

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.


The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Date	10/23/25
Name of Contractor's Authorized Official	Mark R. Jones
Signature of Contractor's Authorized Official	
Title of Contractor's Authorized Official	President
Company Name	Abby Vans Inc.

**5. PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT
Section 889**

Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not:

- (a) provide "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or
- (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

Date	10/23/25
Name of Contractor's Authorized Official	Mark R. Jones
Signature of Contractor's Authorized Official	
Title of Contractor's Authorized Official	President
Company Name	Abby Vans Inc.

6. NOTIFICATION TO FEDERAL TRANSIT ADMINISTRATION (FTA)

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§180.220 and 1200.220.

- 4) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 5) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- 6) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA.

The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18

Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

7. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

49 CFR Part 26

Applicability to Contracts: The Disadvantaged Business Enterprise (DBE) program provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all U.S. DOT- assisted contracting activities. A formal clause such as that below **must** be included in all contracts and subcontracts above the micro-purchase level (\$10,000 except for construction contracts over \$2,000).

Clause Language

Each contract the **Recipient** signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following Federal Clause language:

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. . The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. WisDOT’s DBE transit goal for **FFY 2026-28 is 2.21%**. For this procurement, a separate contract specific goal (check one)

has

%

Or

Has not

x

- b. The **RECIPIENT**, contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **RECIPIENT** deems appropriate, which may include, but is not limited to:
 - i. Withholding monthly progress payments
 - ii. Assessing sanctions
 - iii. Liquidated damages, and/or
 - iv. Disqualifying the contractor from future bidding as non-responsible.

- c. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the **RECIPIENT**.
- d. The contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBEs as listed in its written documentation of its commitment to the **RECIPIENT**.
- e. The contractor is required to pay subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment the **RECIPIENT** makes to the contractor.

The contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the contractor provides written notification to the subcontractor and the **RECIPIENT** documenting "just cause" for withholding payment. The contractor is not allowed to withhold retainage from payments due subcontractors.

- f. The contractor will be required to report its DBE participation obtained throughout the period of performance.
- g. The contractor shall not terminate a DBE subcontractor listed in its written documentation of its commitment to the **RECIPIENT** to use a DBE subcontractor (or an approved substitute DBE firm) without the **RECIPIENT's** prior written consent per 49 CFR Part 26.53(f). This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- h. The contractor must promptly notify the **RECIPIENT** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work. The contractor must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work under contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement. The good faith efforts shall be documented by the contractor.
- i. The contractor may provide written consent only if the **RECIPIENT** agrees, for reasons stated in the concurrence document, that it has good cause to terminate the DBE Firm. For purposes of this paragraph, good cause includes the following circumstances:
 - I. The listed DBE subcontractor fails or refuses to execute a written contract.
 - II. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
 - III. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
 - IV. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - V. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
 - VI. **RECIPIENT** determined that the listed DBE subcontractor is not a responsible contractor;
 - VII. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
 - VIII. The listed DBE is ineligible to receive DBE credit for the type of work required;
 - IX. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 - X. Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE

contractor after contract award.

- j. Before transmitting to the **RECIPIENT** its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the **RECIPIENT**, of its intent to request to terminate and/or substitute, and the reason for the request.

Commercially Useful Function Monitoring

Per 49 CFR 26.55 A DBE performs a commercially useful function (CUF) when the DBE is responsible for execution of their work under the contract and the DBE is carrying out its responsibilities by actually performing, managing, and supervising their work. A DBE firm does not perform a CUF if the DBE role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

On federal aid contracts, the signature of the Project Manager on the DT1582 Completion Certificate serves as certification that the Project Engineer and/or project staff effectually monitored the DBE work performance and contract records to verify that the DBE firms were responsible for the execution of their work under the contract having performed a CUF.

8. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118

41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under 10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language: The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier

and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

9. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)
49 CFR Part 604

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts. Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirements: The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9.

Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

10. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements: The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

11. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241
46 CFR Part 381

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language: The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees:

- A. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- C. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

12. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq. 49 CFR Part 41

Applicability to Contracts: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language: The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation.

The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

13. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq. 2 CFR Part 1201

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These

requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Energy Conservation requirements extend to all Third-Party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language: No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

14. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds \$150,000.

Flow Down Requirements: The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language: While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water –

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FTA.

15. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language: The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

- A. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 18 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major

capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- B. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
- C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- D. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- E. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- F. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 18 CFR 18.39(i)(11).
- G. FTA does not require the inclusion of these requirements in subcontracts.

REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT

	Operational Service Contract	Turnkey Contract	Construction Contract	Arch. or Engineering Contract	Rolling Stock Contract	Professional Service Contract
State Grantees						
Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
Contracts above \$100,000/Capital Projects	None unless ¹ non- competitive award	Those imposed on state pass thru to contractor	Yes, if non- competitive award or if funded thru ² 5307, 5309, 5311	None unless non- competitive award	None unless non- competitive award	None unless non- competitive award
Non-State Grantees						
Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
Contracts above \$100,000/Capital Projects	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes

Sources of Authority: 49 USC 5325 (a), 49 CFR 633.17, 18 CFR 18.36 (i)

16. FEDERAL CHANGES

2 CFR Part 1201

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language: No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

17. BONDING REQUIREMENTS

Applicability to Contracts: For those construction or facility improvement contracts or subcontracts exceeding \$250,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- A. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 - 1) 50% of the contract price if the contract price is not more than \$1 million;
 - 2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million;
or
 - 3) \$2.5 million if the contract price is more than \$5 million.
- D. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down Requirement: Bonding requirements flow down to the first tier contractors.

Model Clauses/Language: FTA does not prescribe specific wording to be included in Third Party contracts. FTA has prepared sample clauses as follows:

Bid Bond Requirements (Construction)

- A. Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and

listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

- B. Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by **(Recipient)** as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and **(Recipient's)** total damages, so as to make **(Recipient)** whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

A. Performance bonds

- 1) The penal amount of performance bonds shall be 100 percent of the original contract price, unless the **(Recipient)** determines that a lesser amount would be adequate for the protection of the (Recipient).
- 2) The **(Recipient)** may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

B. Payment bonds

- 1) The penal amount of the payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and one half million if the contract price is more than \$5 million.
- 2) If the original contract price is \$5 million or less, the **(Recipient)** may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the **(Recipient's)** interest.

- A. The following situations may warrant a performance bond:

- 1) **(Recipient)** property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
 - 2) A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
 - 3) Substantial progress payments are made before delivery of end items starts.
 - 4) Contracts are for dismantling, demolition, or removal of improvements.
- B. When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
- 1) The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
 - 2) The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- C. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.
- D. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
- 1) The penal amount of payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million;
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (Recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (Recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

- A. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents.

All work not so conforming to these standards shall be considered defective. If required by the **[Project Manager]**, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- B. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty

workmanship during the period of the guarantee at no cost to **(Recipient)**. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment **[as provided in Item X below]**, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to **(Recipient)** written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract.

These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

18. CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

2 CFR Part 1201

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.

Flow Down Requirement: The Clean Air requirements flow down to all subcontracts which exceed \$150,000.

Model Clauses/Language: No specific language is required. FTA has proposed the following language.

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

19. RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language: No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

20. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that “at least partly are financed by a loan or grant from the Federal Government.” 40 USC 3145(a), 29 CFR 5.2(h), 18 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). ‘Construction,’ for purposes of the Acts, includes “actual construction, alteration and/or repair, including painting and decorating.” 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts’ requirements are satisfied.

Clause Language - Davis-Bacon and Copeland Anti-Kickback Acts

(1) Minimum wages

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)
- (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (v)
- (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding

The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract.

In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project).

Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

- (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph C (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records

available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

- (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

21. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC

3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 18 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 18 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language - Contract Work Hours and Safety Standards

- (1) Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

22. EQUAL EMPLOYMENT OPPORTUNITY

41 CFR §60-1.4

Applicability to Contracts: Applicable to all contracts except micro-purchases (except for construction contracts over

\$2,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language:

Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, or national origin, and:

- A. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
- B. Facilitate compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014,
- C. Comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and
- D. Follow Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability,

Specifics. The Recipient agrees:

- A. Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
 - 1. Race,
 - 2. Color,
 - 3. Religion,
 - 4. National origin,
 - 5. Disability,
 - 6. Age,
 - 7. Sexual origin,
 - 8. Gender identity, or
 - 9. Status as a parent, and
- B. Affirmative Action. Take affirmative action that includes, but is not limited to:
 - 1. Recruitment advertising, recruitment, and employment,
 - 2. Rates of pay and other forms of compensation,
 - 3. Selection for training, including apprenticeship, and upgrading, and
 - 4. Transfers, demotions, layoffs, and terminations, but
- C. Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and **Equal Employment Opportunity Requirements for Construction Activities.**

In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third-Party Participant will comply, with:

- A. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

Department of Labor," 41 C.F.R. chapter 60, and

- B. Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

23. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language: While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

- A. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language: These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal

Government deems appropriate.

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

25. TERMINATION

2 CFR Part 1201

2 CFR 200

FTA Circular 4220.1F

Applicability to Contracts: All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$250,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down Requirement: The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language: FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

- A. Termination for Convenience (General Provision) The **(Recipient)** may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to **(Recipient)** to be paid the Contractor. If the Contractor has any property in its possession belonging to the **(Recipient)**, the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- B. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the **(Recipient)** may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the **(Recipient)** that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- C. Opportunity to Cure (General Provision) The **(Recipient)** in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or

conditions of this Contract within **[ten (10) days]** after receipt by Contractor of written notice from **(Recipient)** setting forth the nature of said breach or default, **(Recipient)** shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude **(Recipient)** from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- D. Waiver of Remedies for any Breach In the event that **(Recipient)** elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by **(Recipient)** shall not limit **(Recipient)'s** remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- E. Termination for Convenience (Professional or Transit Service Contracts) The **(Recipient)**, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- F. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the **(Recipient)** may terminate this contract for default. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- G. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the **(Recipient)** may terminate this contract for default. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the **(Recipient)**, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and **(Recipient)** shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the **(Recipient)**.

- H. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the **(Recipient)** may terminate this contract for default. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the

fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, **within [10] days** from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the **(Recipient)**, the delay is excusable, the time for completing the work shall be extended. The judgment of the **(Recipient)** shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

- I. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- J. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the **(Recipient)**, or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

26. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Privacy Act requirements flow down to each Third Party contractor and their contracts at every tier.

Model Clause/Language: The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

27. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts: The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

Model Clause/Language: The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

The following requirements apply to the underlying contract:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all

applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

28. BREACHES AND DISPUTE RESOLUTION

2 CFR Part 1201

FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of \$250,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language: FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA Third Party contracts.

- A. **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Recipient. This decision shall be final and conclusive unless within **[ten (10)]** days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Recipient.

In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Recipient shall be binding upon the Contractor and the Contractor shall abide by the decision.

- B. **Performance During Dispute** - Unless otherwise directed by **(Recipient)**, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

- C. **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- D. **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.
- E. **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

29. **PATENT AND RIGHTS IN DATA**

2 CFR Part 1201

37 CFR Part 401

49 CFR Part 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Model Clause/Language: The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- 2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

- (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
- (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

- (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and

- (2) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

- (c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained.

If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

- (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

- (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 1) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 - 2) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

- 1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- 3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

30. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5310, § 5311, and § 5333

29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirement: These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language: Since no mandatory language is specified, FTA had developed the following language. Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- (a) General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and

equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection

- (1) however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a) or
- (2) for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The incorporation of FTA terms has unlimited flow down.

Model Clause/Language: FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions.

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

32. **DRUG AND ALCOHOL TESTING**

49 U.S.C. §5331

49 CFR Part 655

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with FTA regulation 49 CFR 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol testing Programs".

Explanation of Model Clause/Language

Federal regulations 49 CFR 655 includes the following elements.

- A. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with 49 CFR Part 655.
- B. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules.
- C. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

Explanation of Model Contract Clauses - Drug and Alcohol Testing

The contractor agrees to:

- A. Establish and implement a drug and alcohol testing program that complies with Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and US DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Program".
- B. Participate in the Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Part 655.
- C. Provide documentation and reports necessary to establish its compliance with Part 655, as amended, and permit any authorized representative of the United States Department of Transportation or its operating administrations and/or the State of Wisconsin, Department of Transportation or its authorized agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 as amended and review the testing process.

33. SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402

Executive Order No. 13043 Executive Order No. 13513

U.S. DOT Order No. 3902.10

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded Third Party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each Third Party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each Third Party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its Third Party agreements supported with Federal assistance.

Flow Down Requirements: The Safe Operation of Motor Vehicles requirements flow down to all Third Party contractors at every tier.

Model Clause/Language: There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Safe Operation of Motor Vehicles Requirements -

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

34. ADA ACCESS

49 USC 531 (d)

Applicability to Contracts: The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The ADA Access Requirements flow down to all Third Party

contractors and their contracts at every tier.

Model Clause/Language: ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

35. Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

36. VETERANS EMPLOYMENT

FTA Circular 4220.1F (Chapter IV) 49 USC §5325(K)

Applicability to Contracts: The Veterans Employment provisions apply to all construction contracts.

Veterans Employment. Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract.

This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

37. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

The **AGENCY** and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the **AGENCY**, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract.

Contractor shall include the above clause in each subcontract financed in whole or in part

with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

38. TRAFFICKING IN PERSONS

Contractor and its subcontractors or their employees shall not:

- A. Engage in severe forms of trafficking in persons during the Contract Term;
- B. Procure a commercial sex act during the Contract Term; or
- C. Use forced labor in the performance of the Contract. Contractor shall inform **AGENCY** immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. **AGENCY** may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the **AGENCY**

39. SOLID WASTES (RECOVERED MATERIALS)

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:


Approval of 2025 Exercise of Options Public Transit Third Year between City of Tomah and Abby Vans Inc.

Summary and Background Information:

The City of Tomah Leases five vans to Tomah Transit in order to keep our public transit operational. This agenda item requests approval of the exercise of options to continue for a year past the contract. The contract ends 12/31/2025.

Recommendation:

It is recommended that the Council approve the exercise of options at the December meeting, so that the transit service can remain operational for our citizens in 2026.



Department Head/Director

12-3-2025

Date

Committee: Committee of the Whole and/or Common Council

Meeting Date(s): December 8 & 15, 2025

2026 City of Tomah Organizational Chart and Command Relationships

General

Elected

Commission

Committee

Board

FT City Employee

PT City Employee

Part-time
Time Contract

On Call Volunteer

Seasonal Employee

Unpaid Intern

Legend

- Electoral Authority (ELECT)
- _____ Command Authority (COMMAND)
- Administrative Control (ADCON)
- Operational Control (OPCON)
- ...-...-... Direct Liaison Authority (DIRLAUTH)
- ...-...-... Oversight Authority (OVERSIGHT)

Definitions

- Electoral Authority (ELECT) :

Electoral authority is the power of the people to vote into power elected officials that exercise designated authority over the legislative, judicial, and executive branches of the city government. Also called ELECT.

Definitions

- Command Authority (COMMAND) :

The exercise of authority and direction by a properly designated official over assigned and attached personnel in the accomplishment of an organization's mission. Command functions are performed through an arrangement of personnel, equipment, communications, facilities, and procedures employed by an official in planning, directing, coordinating, and controlling personnel and operations in the accomplishment of organization's mission. Administrative control and operational control are inherent in command authority. Also called COMMAND.

Definitions

- Administrative Control (ADCON) :

The direction or exercise of authority over subordinate or other organizations in respect to administration and support, including staff organization, control of resources and equipment, personnel management, logistics, individual and organization training, discipline, and other matters not included in the operational missions of the subordinate or other organizations. Administrative control is inherent in command authority. Also called

Definitions

- Operational Control (OPCON):

Operational control is inherent in command authority and may be delegated within the organization. Operational control is the authority to perform those functions of command over subordinate elements involving organizing and employing elements, assigning tasks, designating objectives, and giving authoritative direction necessary to accomplish the mission. Operational control includes authoritative direction necessary to accomplish the mission. Operational control includes authoritative direction over all aspects of operations and training necessary to accomplish missions assigned to the organization. Operational control should be exercised through those officials with command authority of subordinate organizations. Operational control provides full authority to task organize elements to employ as the official with operational control considers necessary to accomplish assigned missions; it does not, in and of itself, include authoritative direction for logistics or matters of administration, discipline, internal organization, or unit

Definitions

- Direct Liaison Authority (DIRLAUTH):

Direct liaison authority is granted between employees or elements to ensure effective coordination and communication when normal circumstances would require that coordination and communication to occur with an official higher in the chain of command. Direct liaison authority is a tool senior officials may use to delegate and increase efficiency across departmental and interagency lines of authority. This authority may only be granted to an employee or element by an official with command authority over them. Also called DIRLAUTH.

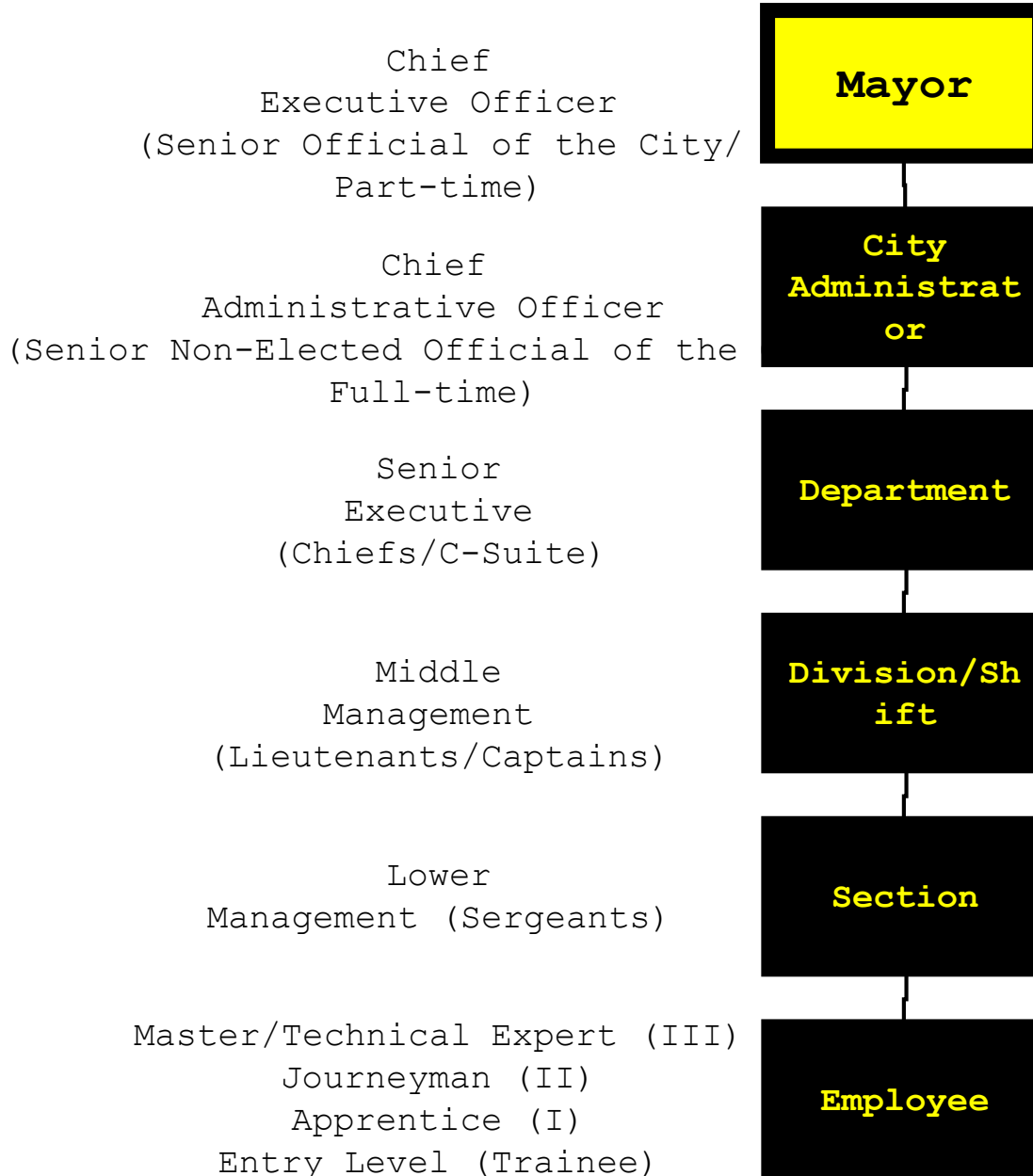
Definitions

- Oversight Authority (OVERSIGHT):

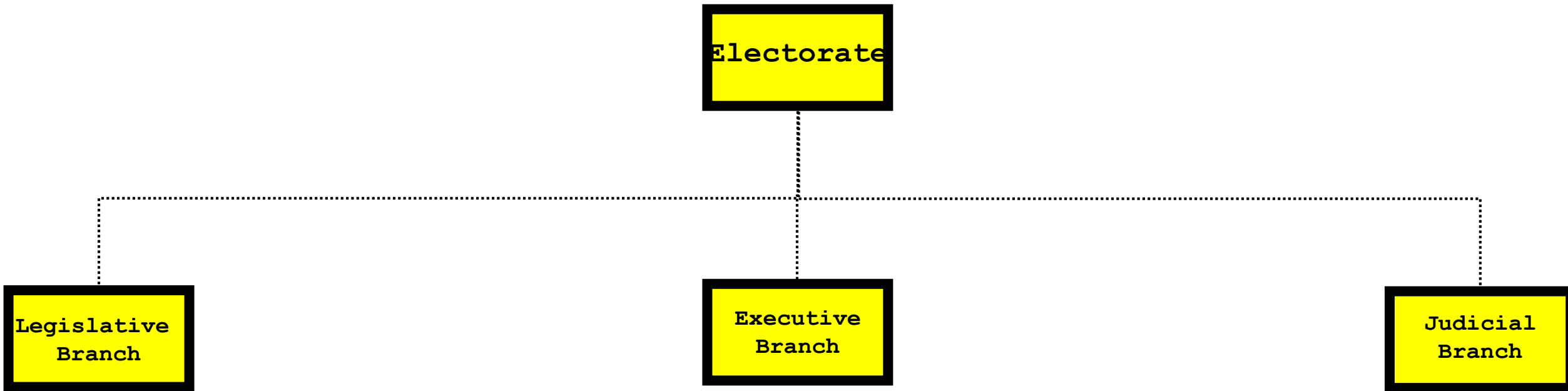
Oversight authority is exercised by governmental bodies such as commissions, committees, boards, bureaus, and authorities over designated departments and/or functions of city government. The exact amount of authority that any one body exercises is dependent on the state statutes and local ordinances that established the governmental body. Most governmental bodies exercise limited authority that is clearly focused on specific functions within a

Organizational Hierarchy of All City Elements

Item 9.

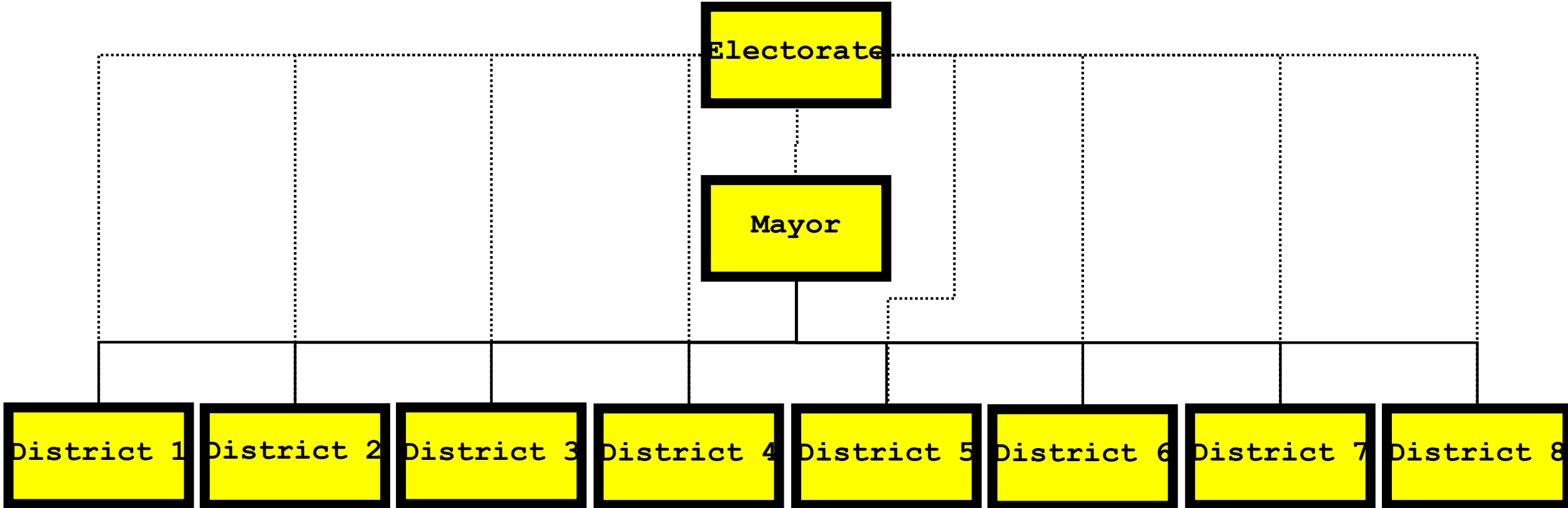


City Government: Three Branches



Legislative Branch

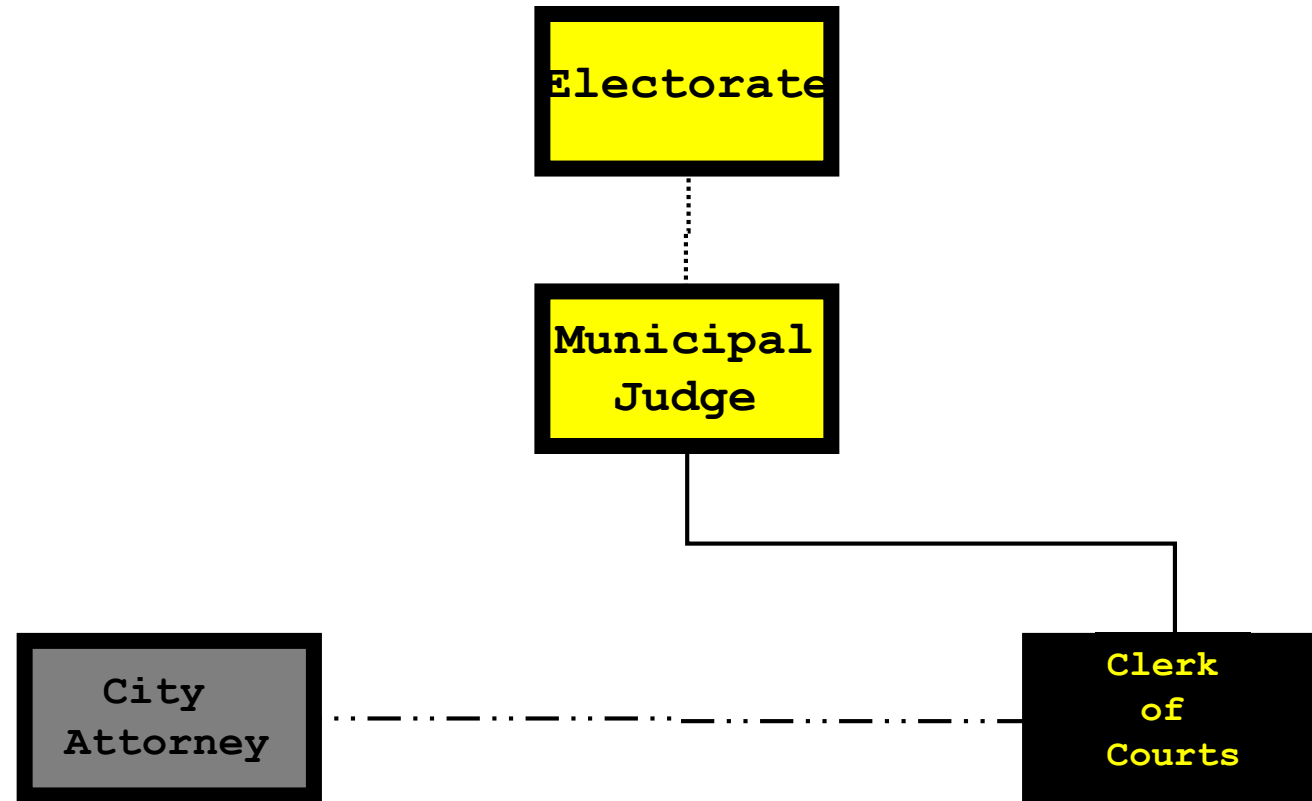
Legislative Branch: City Council



- **Presiding Officer:** The mayor shall preserve order and conduct the proceedings of the meeting. If the mayor is absent at any meeting, the president of the council shall call the meeting to order and preside thereafter. (City of Tomah Municipal Code 2-26)
- The mayor and alderpersons shall be the common council. The mayor shall not be counted in determining whether a quorum is present at a meeting, but may vote in case of a tie. When the mayor does vote in case of a tie the mayor's vote shall be counted in determining whether a sufficient number of the council has voted favorably or unfavorably on any

Judicial Branch

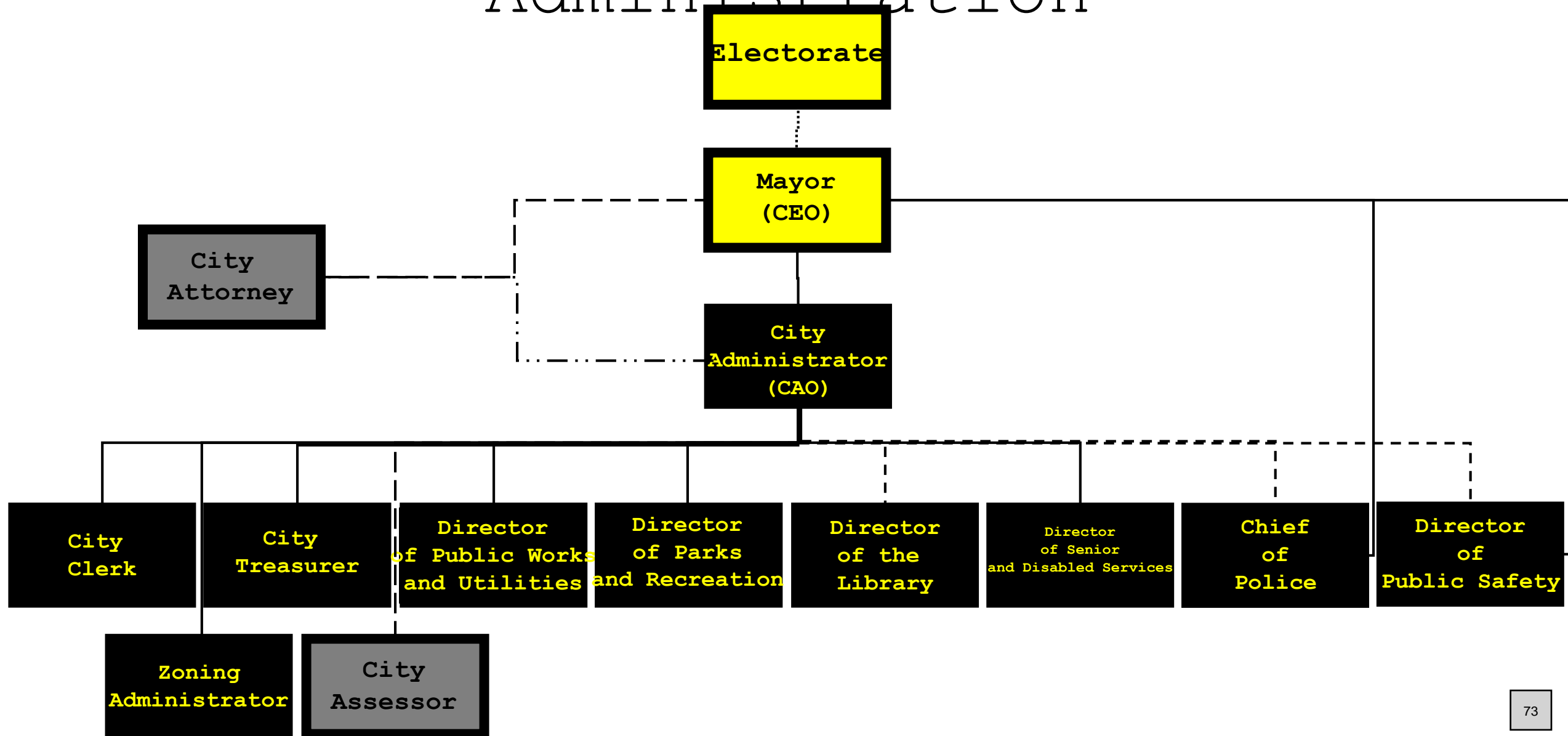
Judicial Branch: Municipal Court



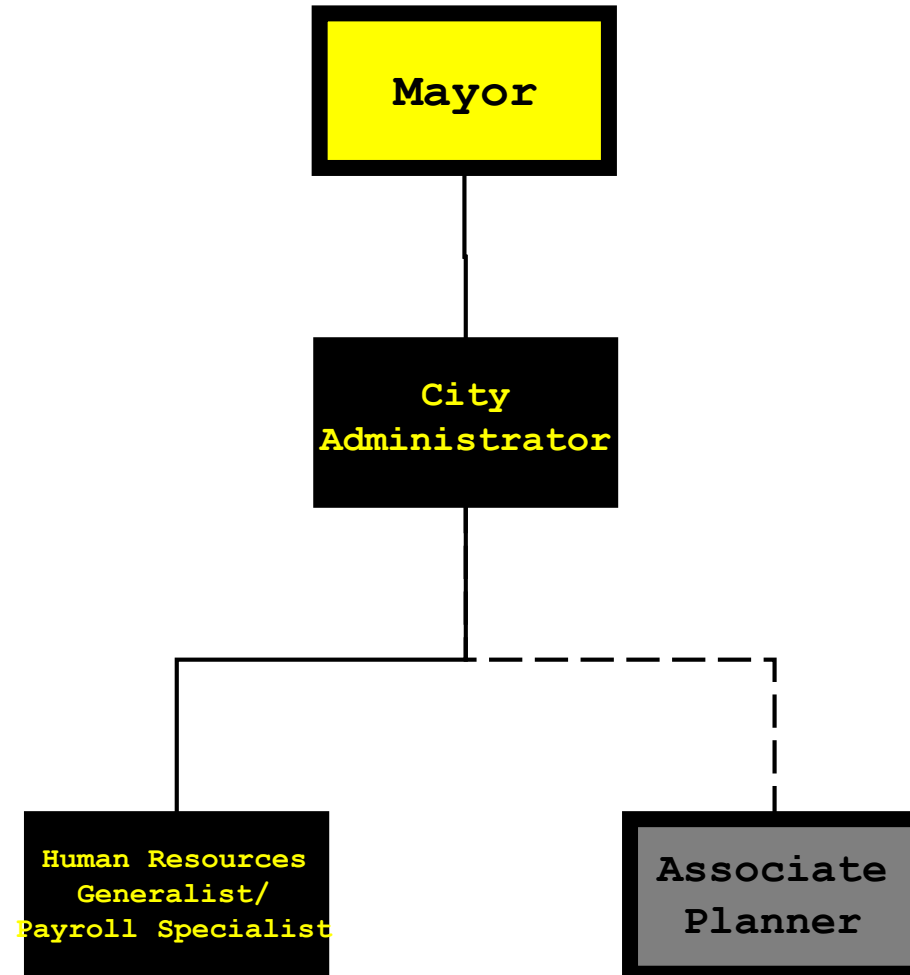
Executive Branch

Executive Branch: City Administration

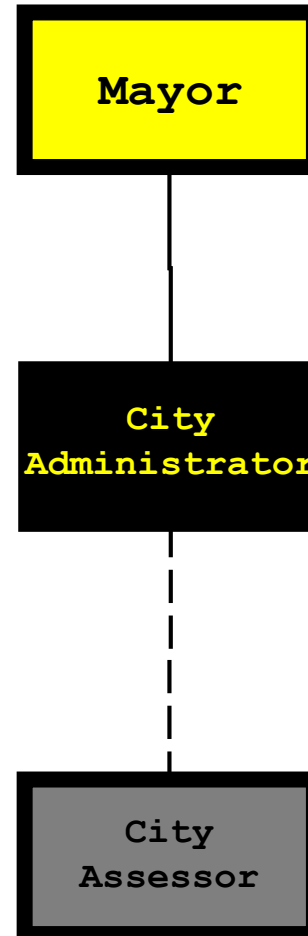
Item 9.



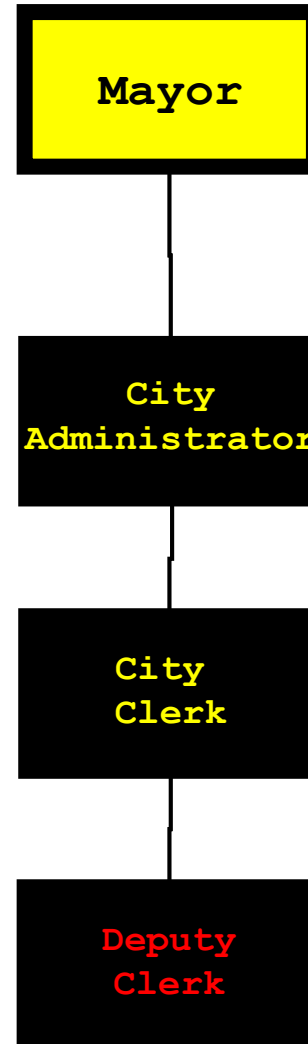
Executive Branch: Department of Administration



Executive Branch: Assessor's Department

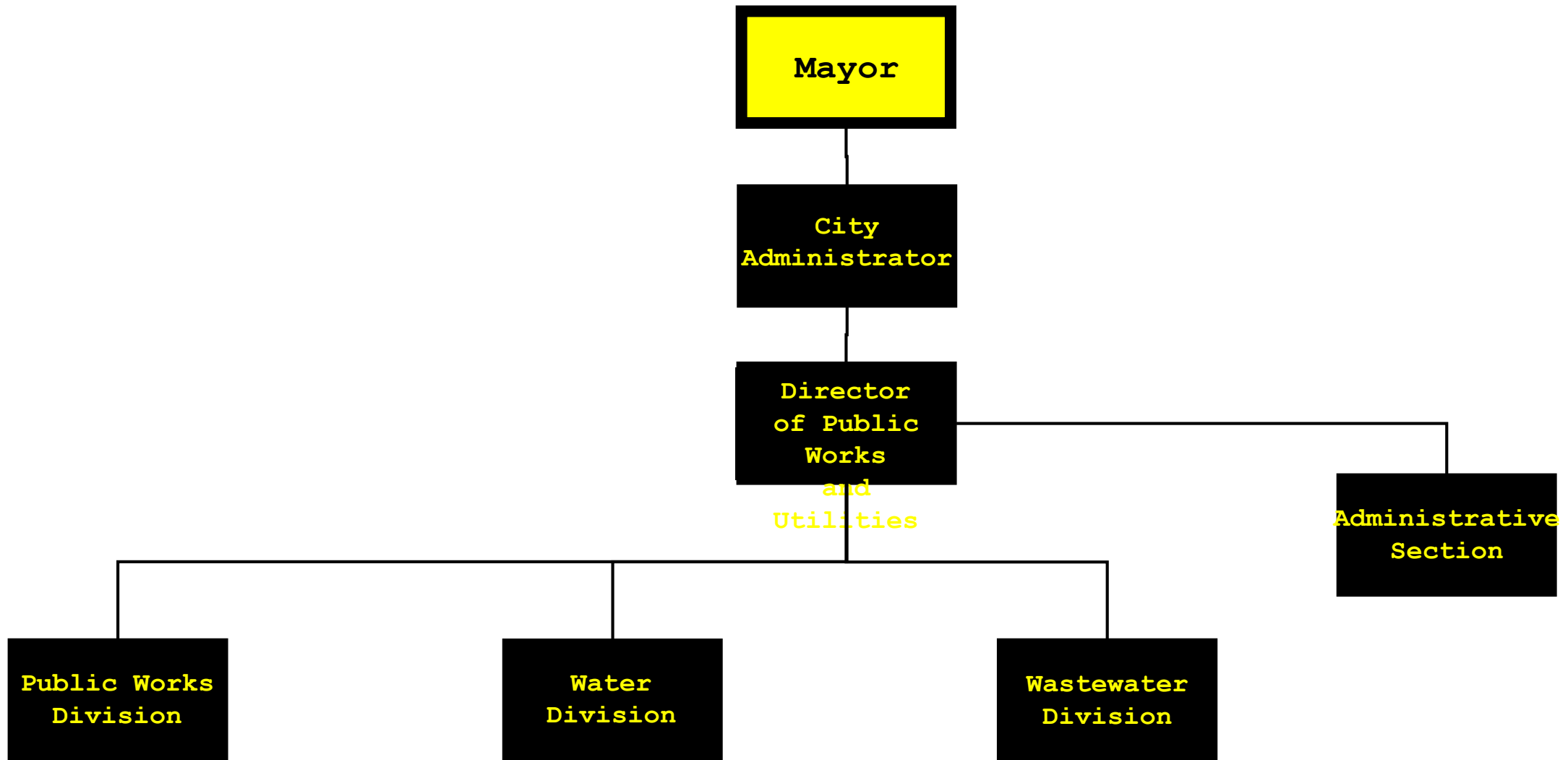


Executive Branch: Clerk's Department

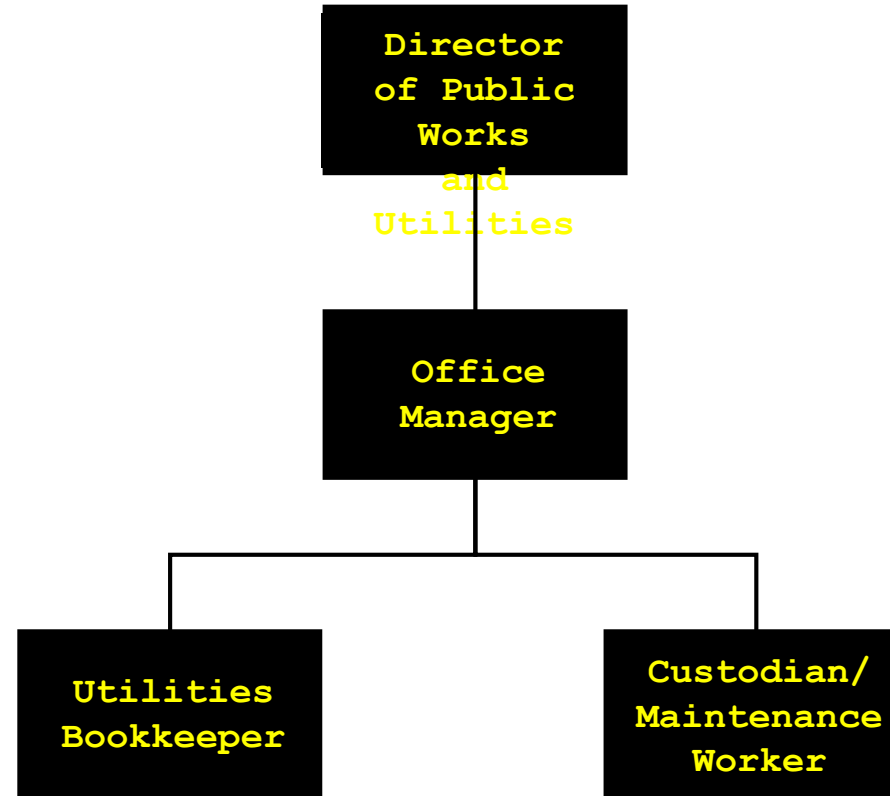


Executive Branch: Department of Public Works and Utilities

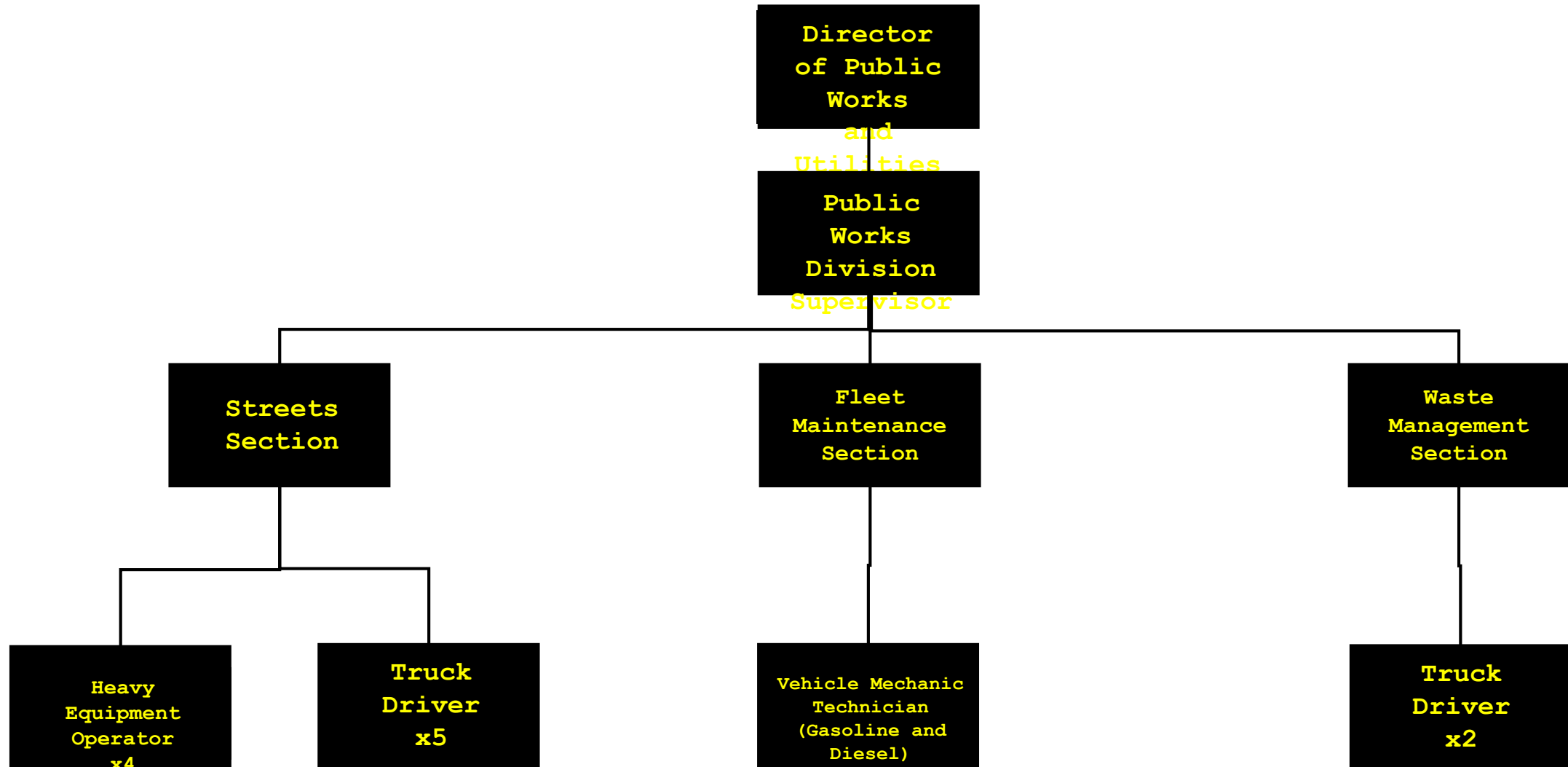
Item 9.



Department of Public Works and Utilities – Administrative Section

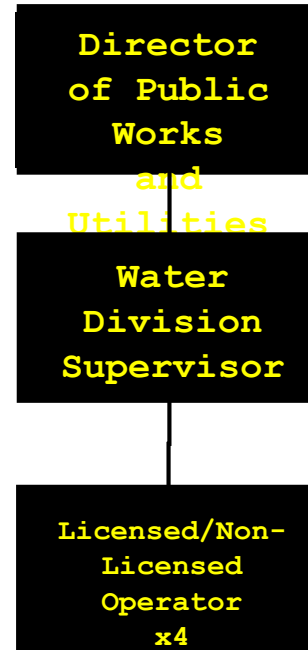


Department of Public Works and Utilities – Public Works Division

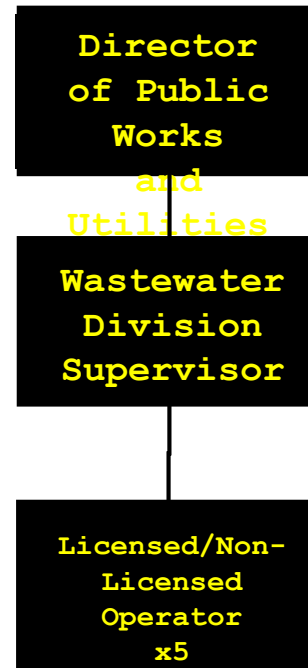


Department of Public Works and Utilities – Water Division

Item 9.

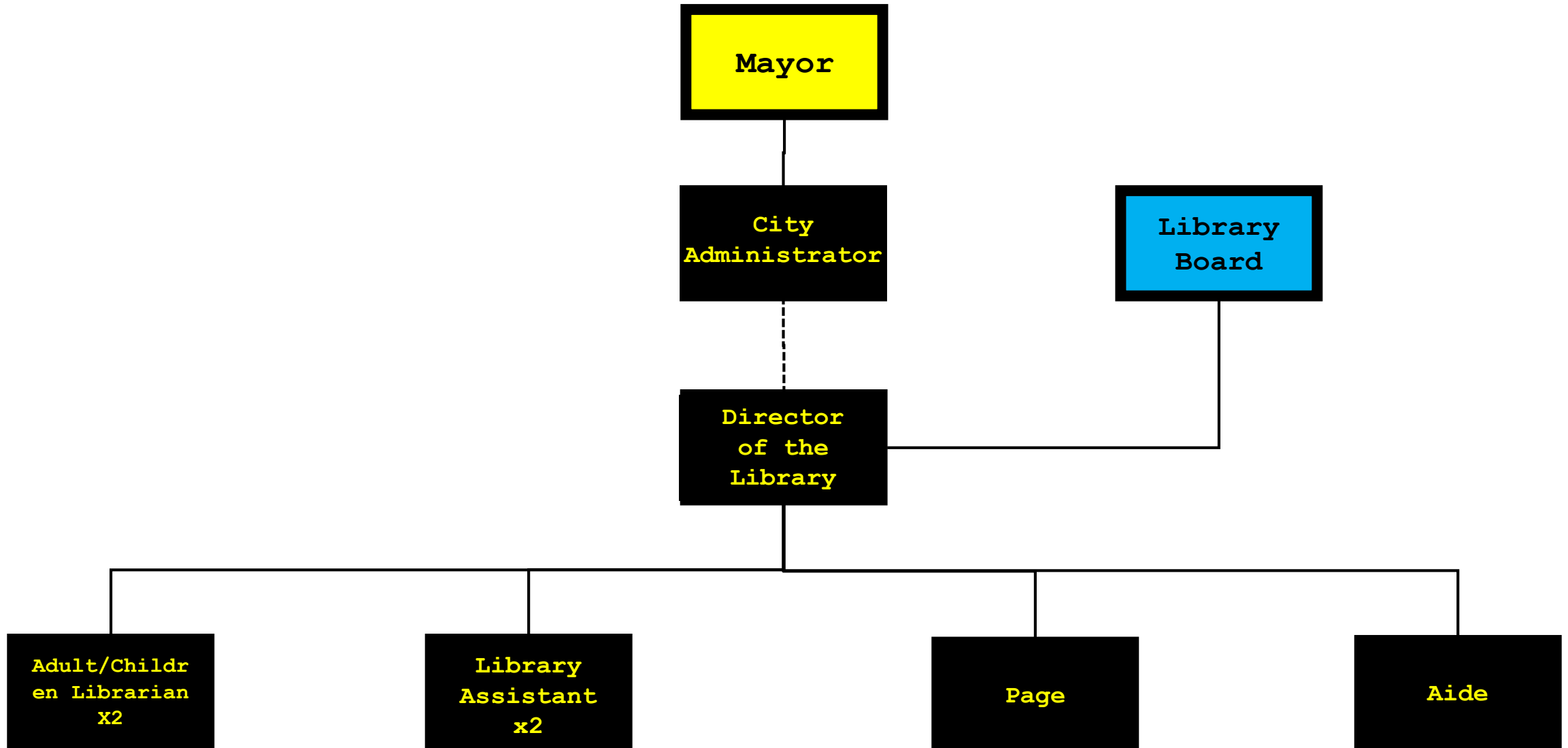


Department of Public Works and Utilities – Wastewater Division



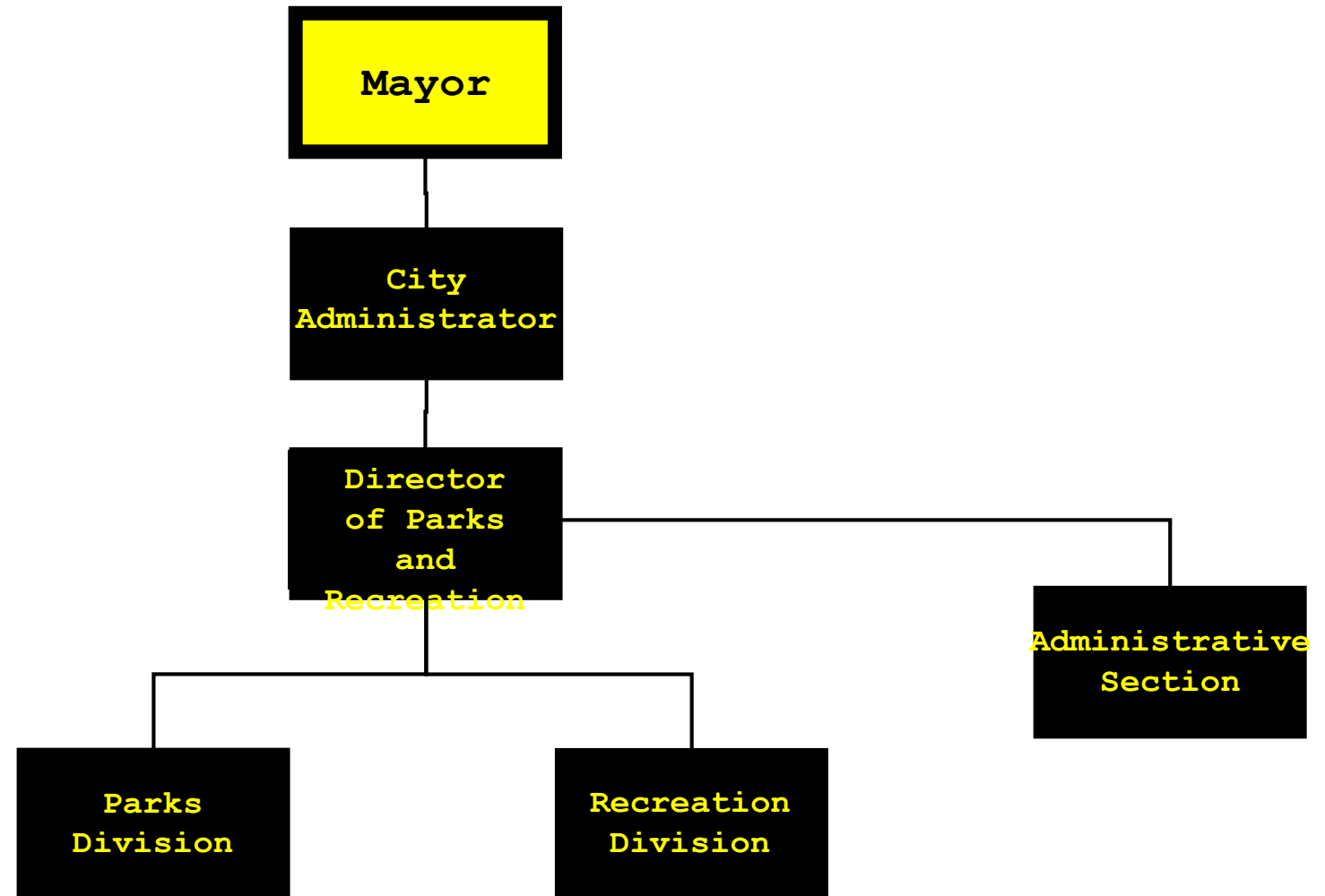
Executive Branch: Tomah Public Library

Item 9.

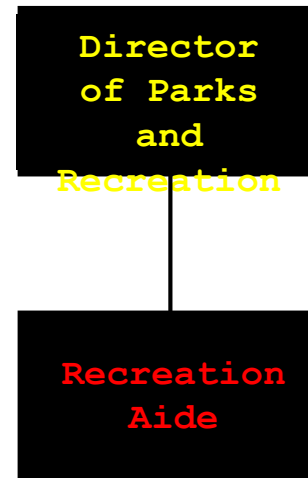


Executive Branch: Department of Parks and Recreation

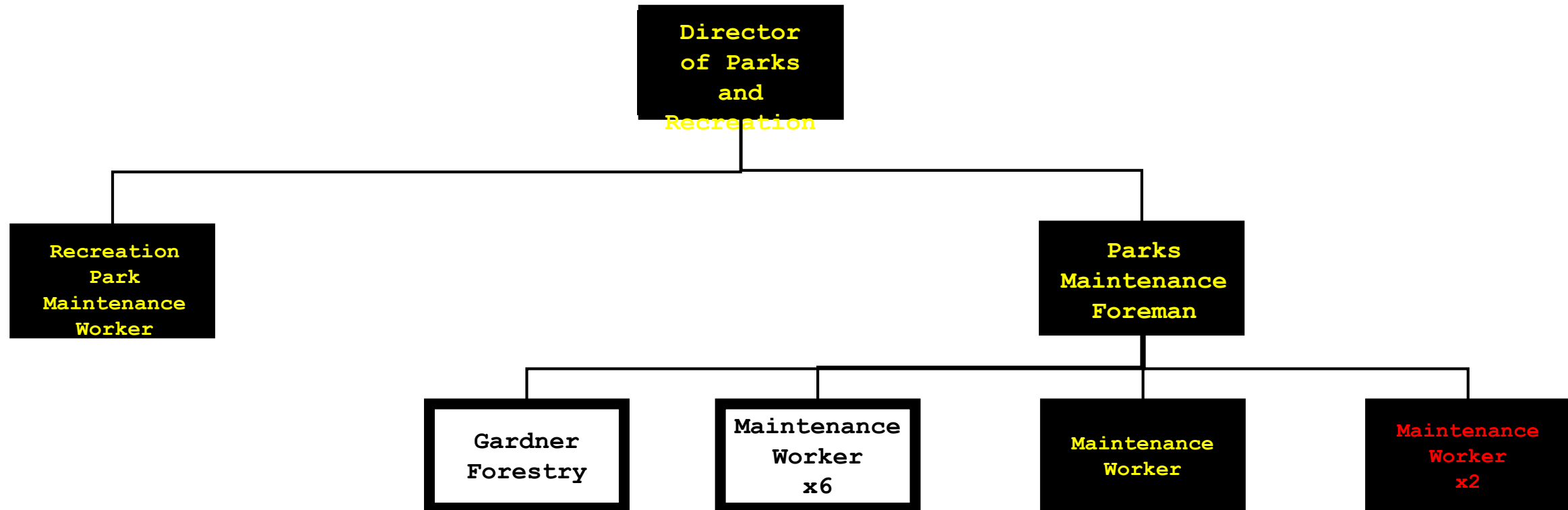
Item 9.



Department of Parks and Recreation-
Administrative Section

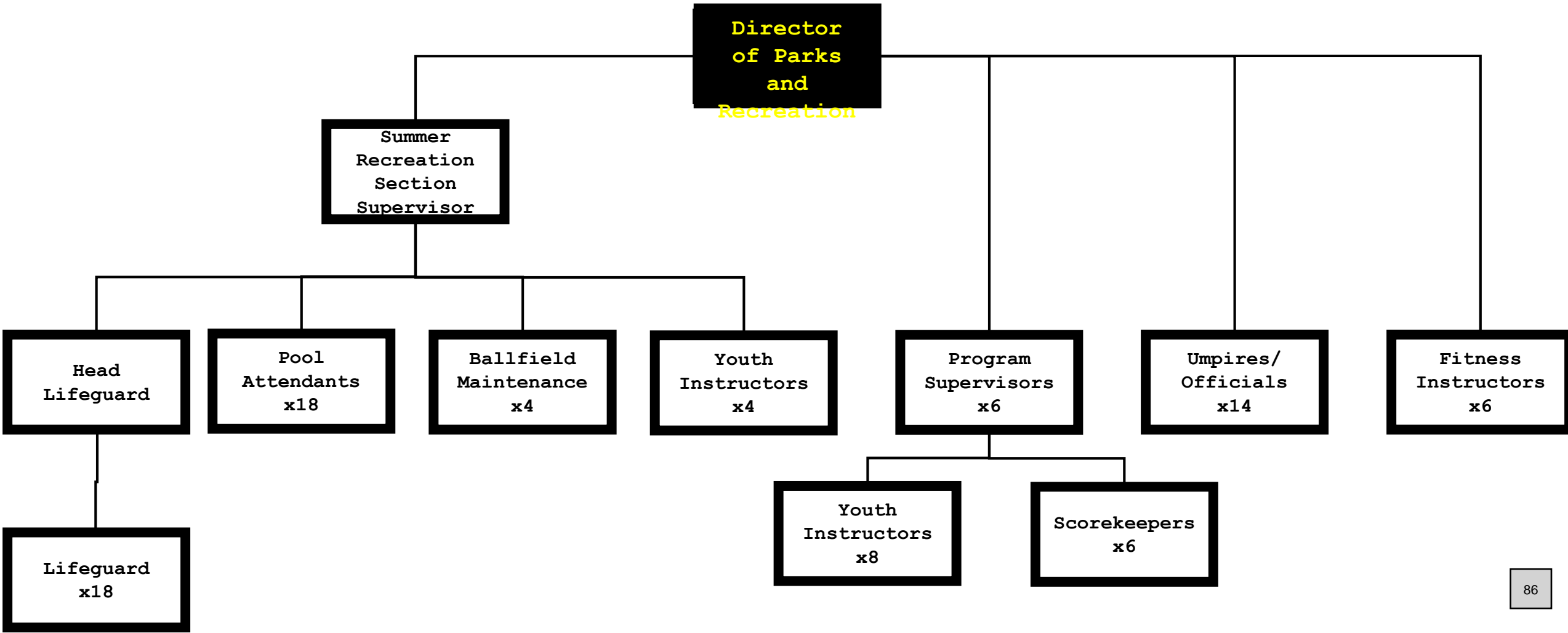


Department of Parks and Recreation – Parks Division



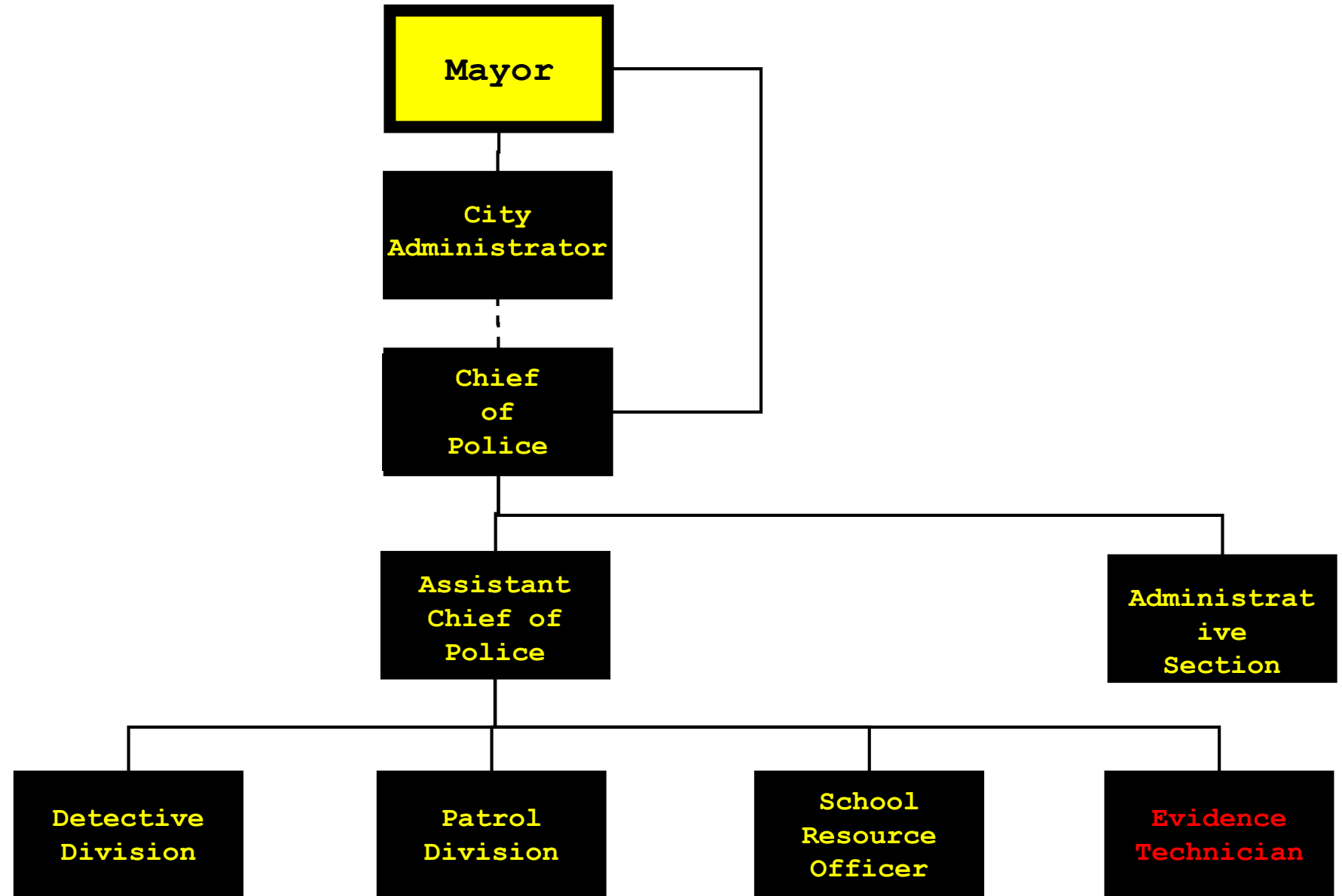
Department of Parks and Recreation – Recreation Division

Item 9.



Executive Branch: Police Department

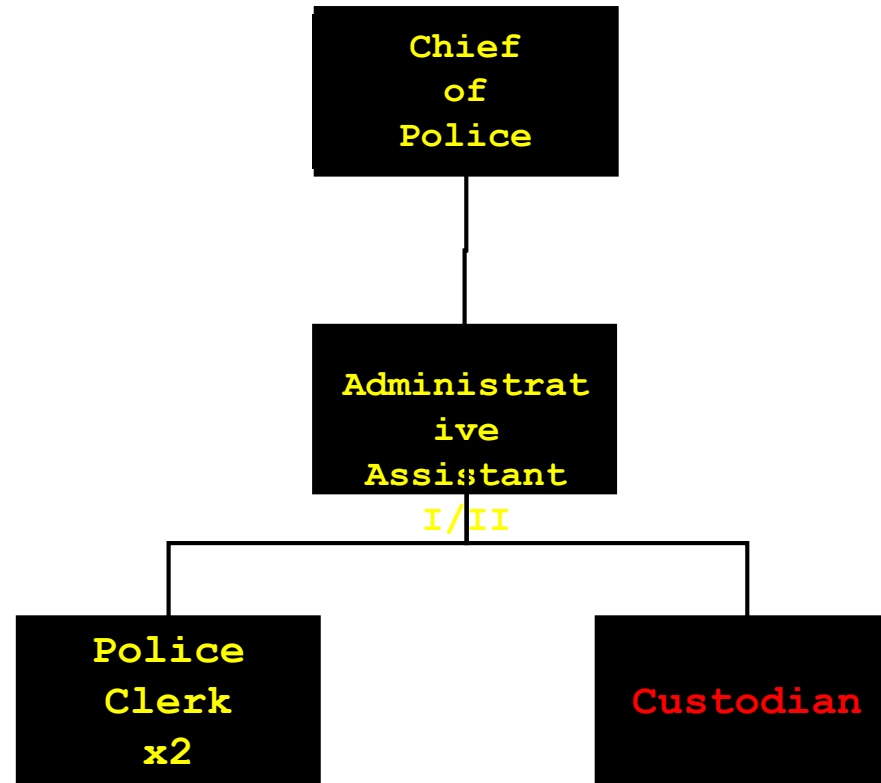
Item 9.



Executive Branch:

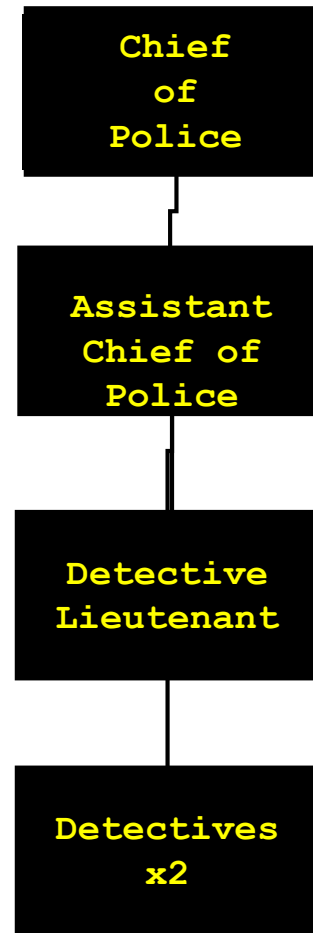
Item 9.

Police Department – Administrative Section



Executive Branch: Police Department – Detective Division

Item 9.



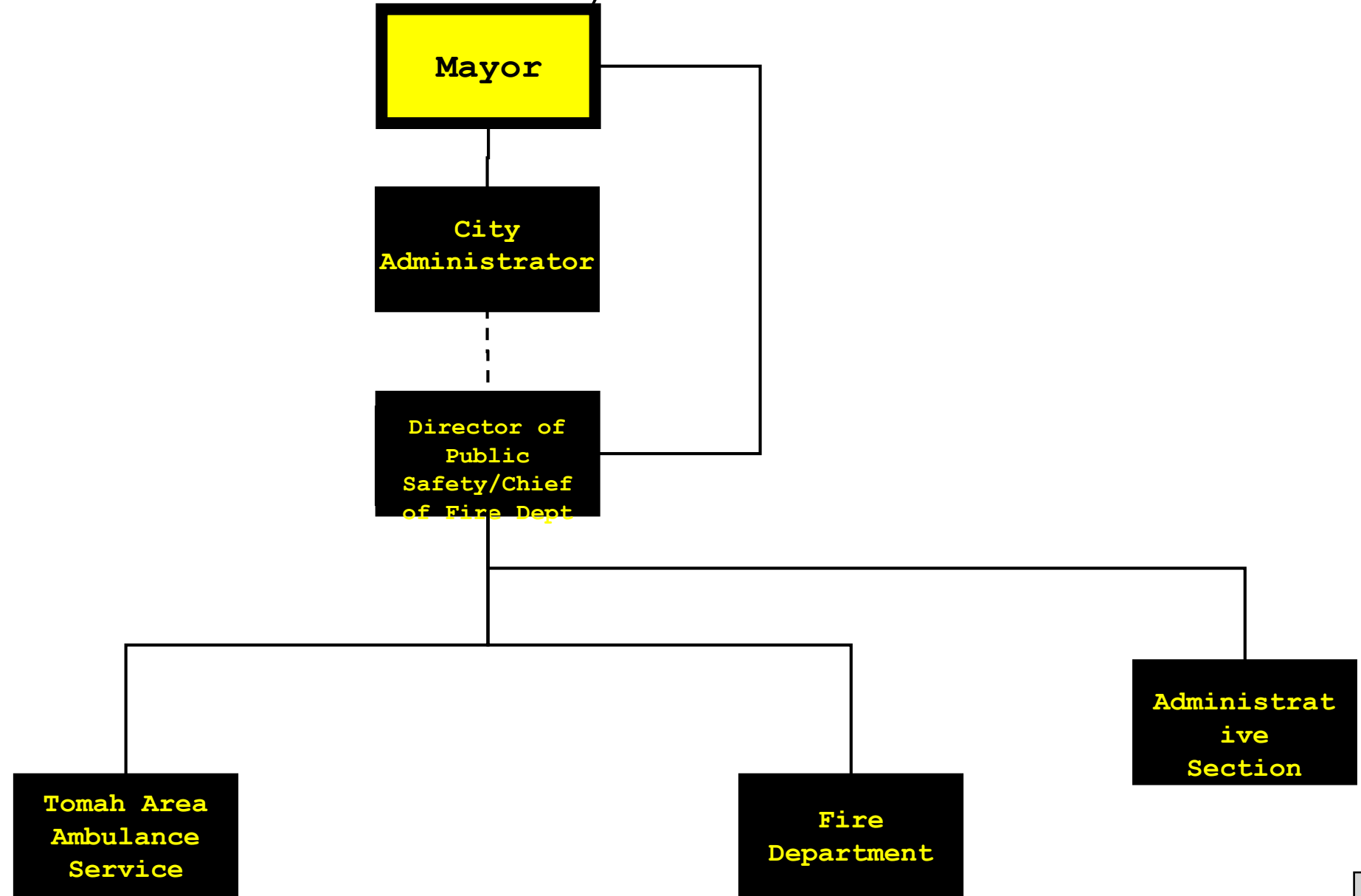
Executive Branch: Police Department – Patrol Division

Item 9.



Executive Branch: Department of Public Safety

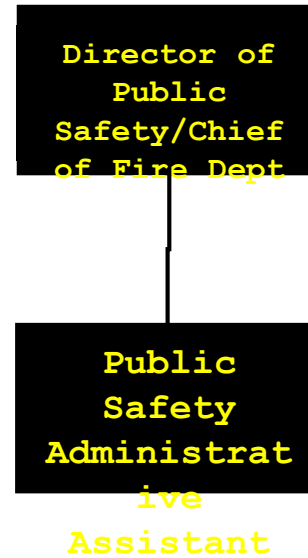
Item 9.



Executive Branch:

Department of Public Safety – Administrative Section

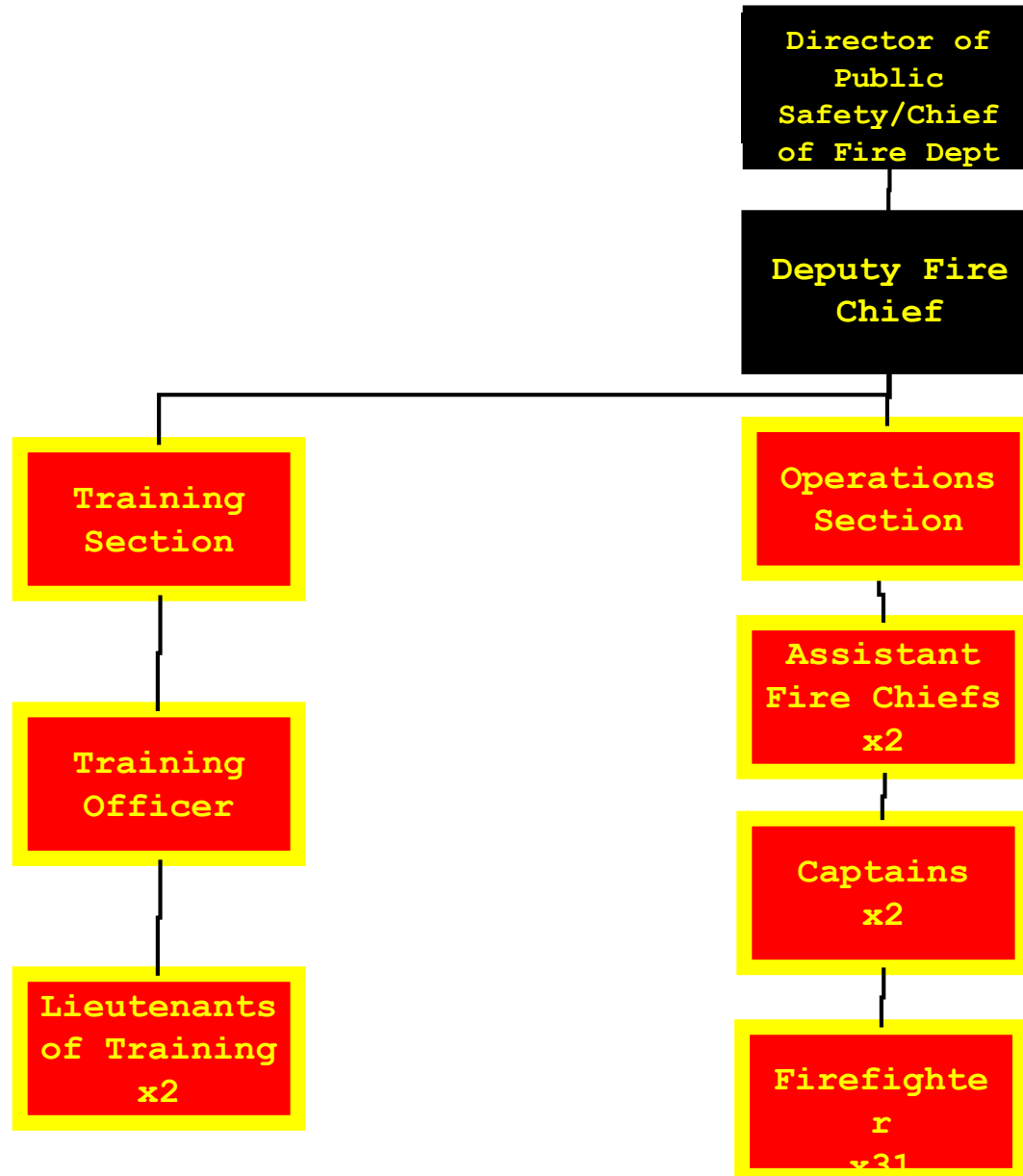
Item 9.



Executive Branch:

Item 9.

Department of Public Safety – Fire Department



Notes:

1. Position count reflects 2x Rescue Technicians, these positions are auxiliary duties filled by 2x Firefighters on the organizational chart.

2. Several different members of the department serve as City Fire Inspectors as an auxiliary duty.

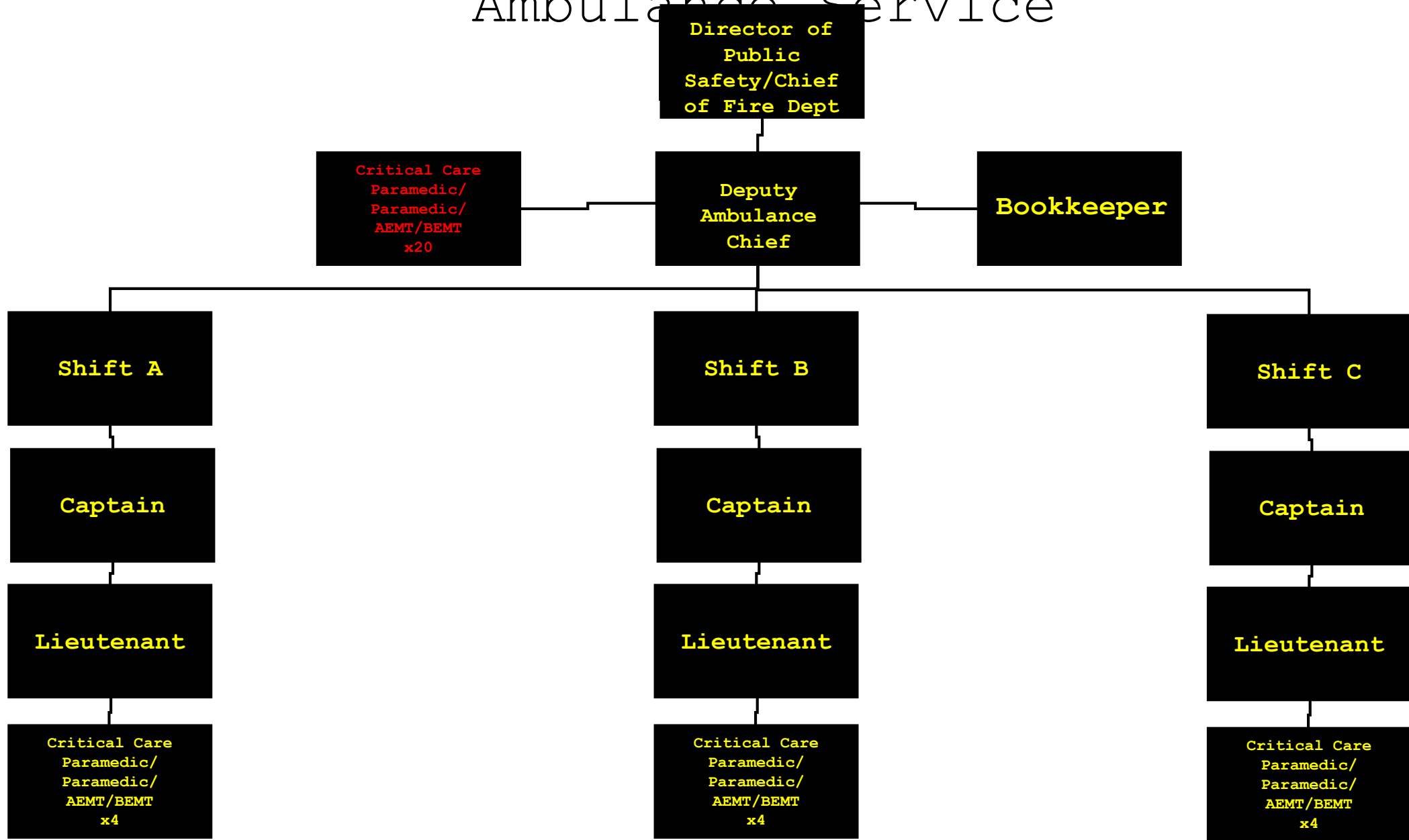
3. Position count reflects 1x Safety Officer, this position is assigned to a firefighter in the Operations Section as an auxiliary duty.

4. The Deputy Fire Chief will assign members of the Training Section to the Operations Section as needed during service.

Executive Branch:

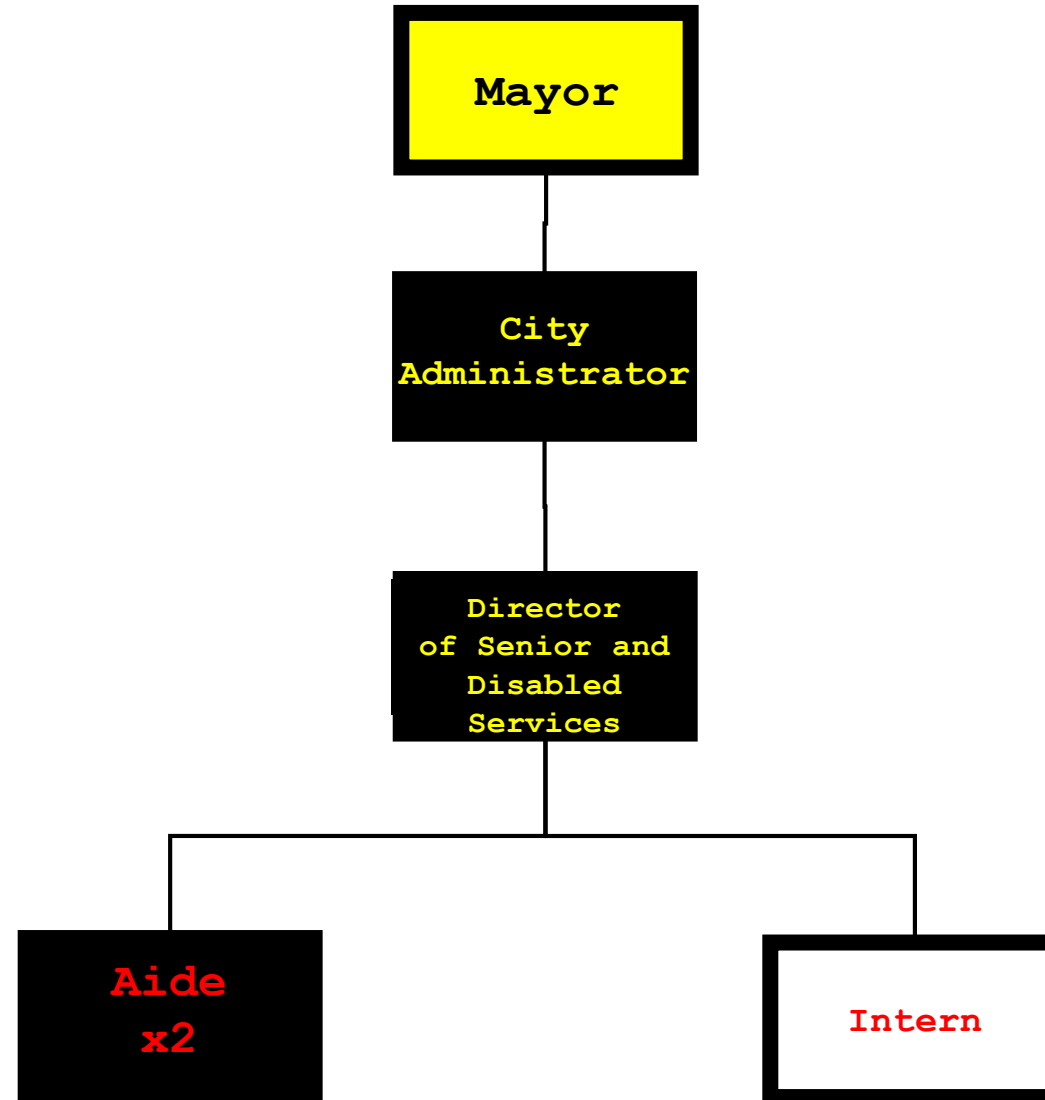
Item 9.

Department of Public Safety – Tomah Area Ambulance Service

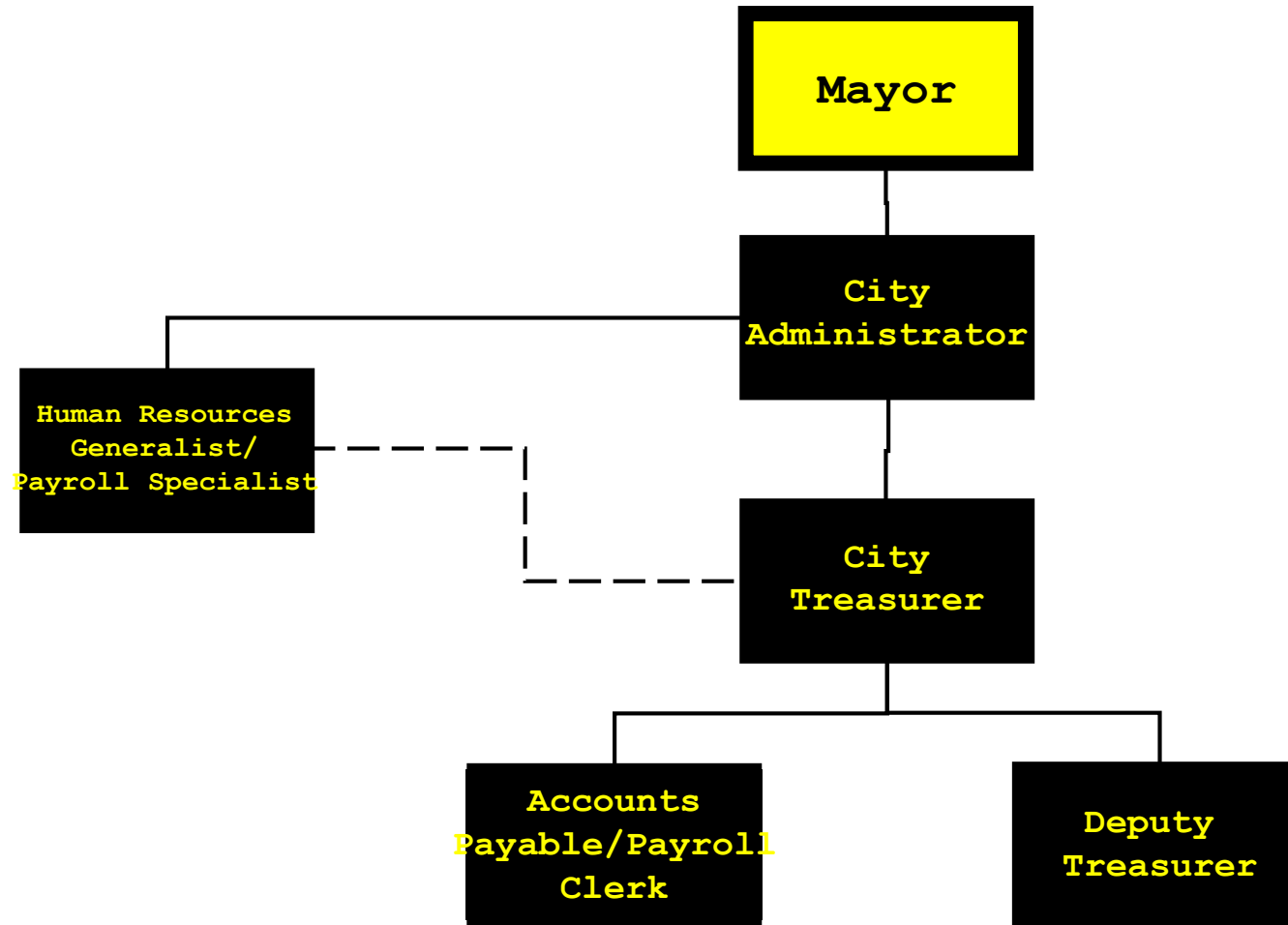


Executive Branch:

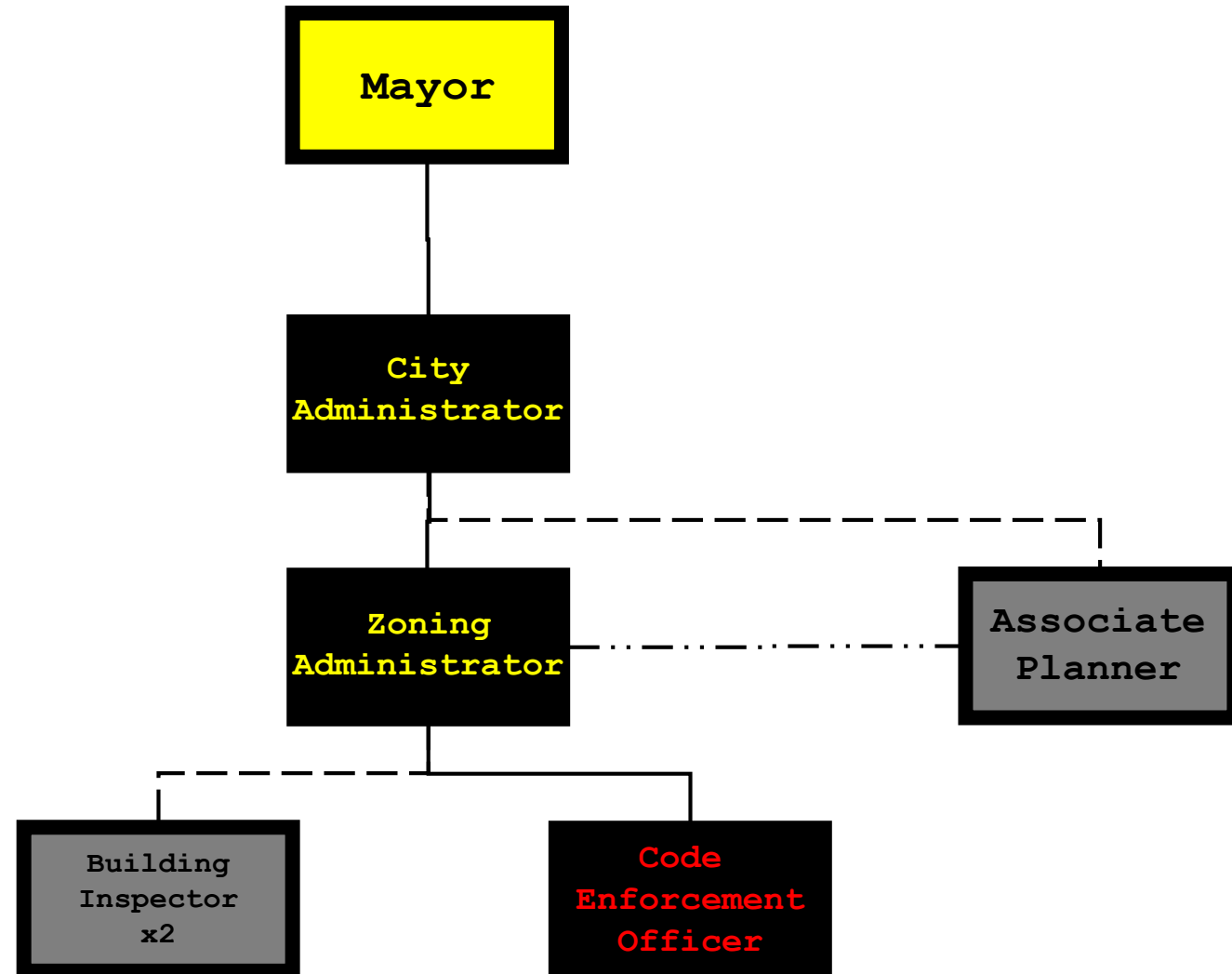
Department of Senior and Disabled Services



Executive Branch: Treasury Department



Executive Branch: Zoning Department

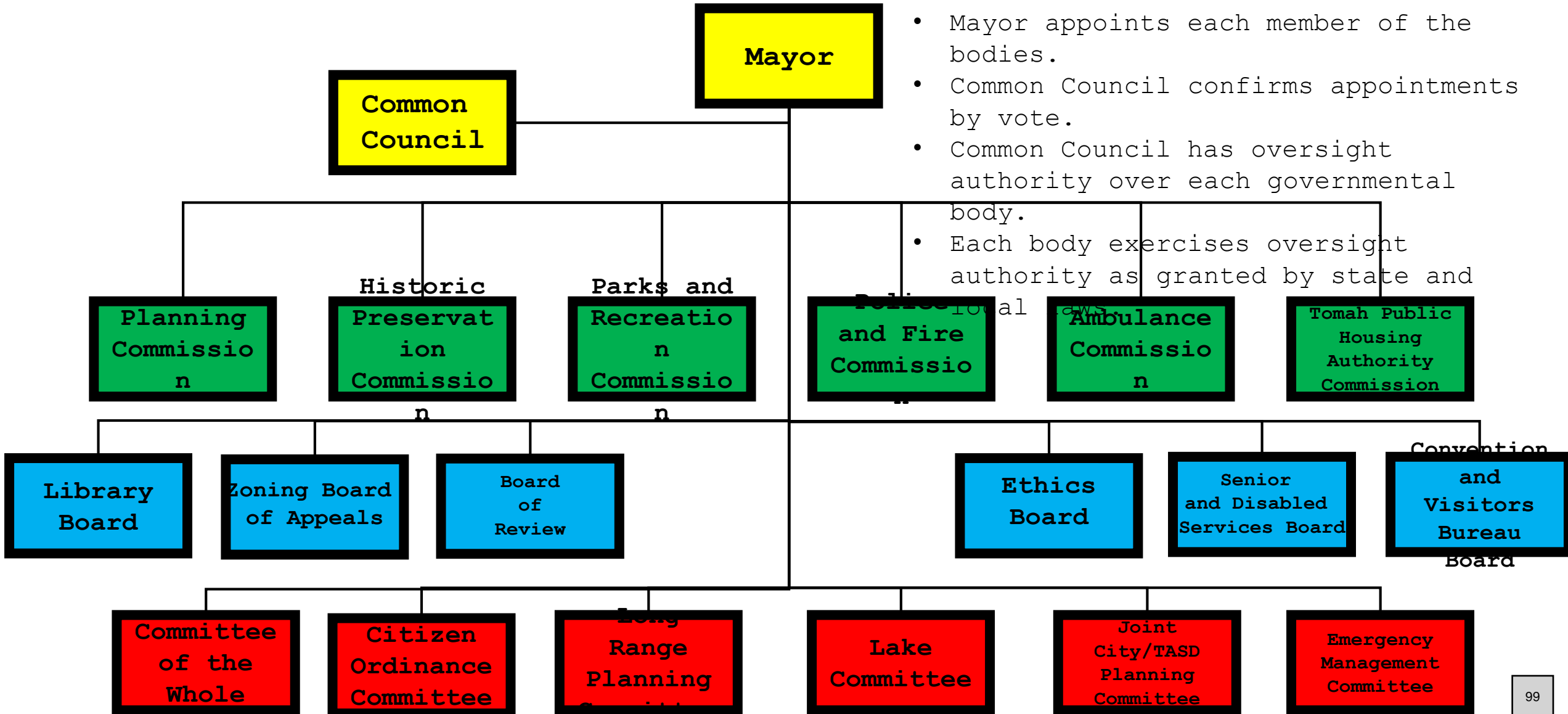


Other Governmental Bodies

Other Governmental Bodies

Notes:

- Mayor appoints each member of the bodies.
- Common Council confirms appointments by vote.
- Common Council has oversight authority over each governmental body.
- Each body exercises oversight authority as granted by state and federal laws.



2026 CITY OF TOMAH POSITION COUNT				
DEPARTMENT	ELECTED PT	CLASSIFIED FT	CLASSIFIED PT	UNCLASSIFIED (SEASONAL)
ADMINISTRATION:				
City Administrator	0	1	0	0
Human Resources Generalist/ Payroll Specialist	0	1	0	0
CLERK:				
City Clerk	0	1	0	0
Deputy City Clerk	0	0	1	0
CITY COUNCIL:				
Mayor	1	0	0	0
Aldersperson	8	0	0	0
LIBRARY:				
Library Director	0	1	0	0
Adult/Children Librarian	0	2	0	0
Library Assistant	0	2	0	0
Library Aide	0	0	1	0
Library Page	0	0	1	0
MUNICIPAL COURT:				
Judge	1	0	0	0
Clerk of Courts	0	1	0	0
PARKS AND RECREATION:				
Director	0	1	0	0
Parks Maintenance Foremen	0	1	0	0
Maintenance Workers	0	1	2	6
Recreation Park Maintenance	0	1	0	0
Recreation Aide	0	0	1	0
Gardener Forestry	0	0	0	1
Head Lifeguard	0	0	0	1
Lifeguards	0	0	0	18
Pool Attendants	0	0	0	18
Umpires/Officials	0	0	0	14
Scorekeepers	0	0	0	6
Summer Recreation Supervisor	0	0	0	1
Ball Field Maintenance	0	0	0	4
Program Supervisors	0	0	0	6
Youth Instructors	0	0	0	4
Fitness Instructors	0	0	0	6
POLICE DEPARTMENT:				
Police Chief	0	1	0	0
Assistant Police Chief	0	1	0	0
Lieutenant	0	2	0	0
Sergeant	0	5	0	0
Detective	0	2	0	0
School Resource Officer	0	1	0	0
Police Officer	0	9	0	0
Administrative Assistant	0	1	0	0

Police Clerk	0	2	0	0
Custodian	0	0	1	0
Evidence Technician (PT)	0	0	1	0
PUBLIC SAFETY:				
Public Safety Director/Fire Chief	0	1	0	0
Administrative Assistant	0	1	0	0
PUBLIC SAFETY - TOMAH AREA AMBULANCE SERVICE:				
Deputy Ambulance Chief	0	1	0	0
Captain	0	3	0	0
Lieutenant	0	3	0	0
Critical Care Paramedic/Paramedic/AEMT/EMT	0	12	20	0
Bookkeeper	0	1	0	0
PUBLIC SAFETY - FIRE DEPARTMENT:				
Deputy Fire Chief	0	1	0	0
Assistant Chief	0	0	2	0
Captain	0	0	2	0
Training Officer	0	0	1	0
Lieutenant of Training	0	0	2	0
Firefighters	0	0	31	0
PUBLIC WORKS & UTILITIES:				
Director	0	1	0	0
Office Manager	0	1	0	0
Bookkeeper	0	1	0	0
Custodian/ Maintenance Worker	0	1	0	0
PUBLIC WORKS & UTILITIES - PUBLIC WORKS DIVISION:				
Supervisor	0	1	0	0
Mechanic	0	1	0	0
Equipment Operator	0	4	0	0
Truck Driver	0	7	0	0
PUBLIC WORKS & UTILITIES - WASTEWATER DIVISION:				
Supervisor	0	1	0	0
Licensed/Non-Licensed Operator	0	5	0	0
PUBLIC WORKS & UTILITIES - WATER DIVISION:				
Water Utility Supervisor	0	1	0	0
Licensed/Non-Licensed Operator	0	4	0	0
SENIOR AND DISABLED SERVICES:				
Director	0	1	0	0
Aide	0	0	2	0
TREASURY:				
City Treasurer	0	1	0	0
Deputy Treasurer	0	1	0	0
Accounts Payable/Payroll Clerk	0	1	0	0
ZONING:				
Zoning Administrator	0	1	0	0
Code Enforcement Officer	0	0	1	0
TOTALS:	10	93	69	85

CITY OF TOMAH JOB DESCRIPTION

POSITION: Ambulance Captain

DEPARTMENT: Ambulance

SUPERVISOR: Deputy EMS Chief

CLASSIFICATION: Non-Exempt / Hourly / Full-Time Represented

Created: November 2025

Council Approved:

GENERAL DESCRIPTION OF DUTIES:

This is a supervisory position responsible for administering and supervising day-to-day ambulance service operations. The work involves responsibility for assisting in the administration and coordination of departmental operations and for the general direction of, participation in, Emergency Medical Services (EMS) activities of the department during a tour of duty. Work also involves general administrative responsibilities related to EMS activities and logistical support. The administrative responsibilities for these areas include planning, in-service training programs, records and report systems, and other important coordinating and management functions as directed. Supervision is exercised over subordinate EMS personnel. Work is performed with considerable independence, under the general direction of the Public Safety Director and/or Deputy EMS Chief.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

1. Supervise activities of EMS department staff on assigned shifts.
2. Supervise daily shift and adjusts manpower to staff on-duty ambulances.
3. Responds to EMS calls for service and as needed, directs subordinate EMS personnel in EMS operations on the scene and acts as safety officer.
4. Inspects EMS personnel, station, and equipment for proper condition and appearance.
5. Provides general supervision and guidance to EMS personnel in the maintenance tasks relating to the station, equipment, and grounds.
6. Ensures compliance with all policies, Standard Operating Guidelines (SOGs), and union contract by all personnel and recommends disciplinary action for violations of the same.
7. Assisted the Deputy EMS Chief in planning, implementing, and directing department programs and activities.
8. Completes reports on incidents, personnel, and activities as required by the Deputy EMS Chief.
9. Recommends changes to policy and SOGs.
10. Develops and ensures delivery of training to department personnel in assigned administrative area maintaining stated mandated certification and licensing levels.
11. Reviews incident reports for content, accuracy, and completion as well as continuous quality improvement of services provided.
12. Perform other responsibilities as required by the Deputy EMS Chief.

KNOWLEDGE, SKILLS AND ABILITIES:

1. State of Wisconsin Paramedic certification with Critical Care Transport Paramedic Endorsement.
2. At least five (5) years of experience in Emergency Medical Services at the Paramedic licensure level preferred.
3. At least two (2) years of experience with Critical Care Transport Paramedic Endorsement preferred.
4. Ability to establish and maintain effective working relations with the EMS personnel, community officials, and the public.
5. Thorough knowledge of ambulance department administration, medical protocols, training, and the medical principles involved in emergency medical services.
6. Ability to plan, assign, direct and supervise EMS personnel under emergency conditions.
7. Ability to manage a multi-casualty scene, recognize danger, use sound judgment, and react calmly under emergency conditions.
8. Extensive knowledge of the geography of the community, the location of streets, the nature and location of hazardous premises, principal buildings, and EMS communications equipment.
9. Ability to express ideas clearly, concisely, orally and in writing to groups and individuals.
10. Thorough knowledge of the use of medical equipment & tools and an ability to demonstrate their use to others.

EDUCATION AND EXPERIENCE REQUIRED:

1. High School graduate or equivalent.
2. Possession of Wisconsin Paramedic Licensure with Critical Care Transport Paramedic endorsement.
3. Possession of a valid driver's license.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS:

1. Frequently work outdoors with exposure to heat, and inclement weather.
2. Exposure to frequent patient pathogens requires the use of personal protective equipment such as gloves, mask, and goggles as dictated by the nature of call.
3. Lifts and carries patients and equipment. Lift 150 pounds with assistance.
4. Maintain a professional image and wear an approved department uniform.
5. Frequent twisting and bending.
6. Reaches above and below shoulder height.
7. Be able to stand for extended periods of time.
8. Pushes and pull patients and equipment frequently. Possibility of sitting for long periods of time during patient transport.

PHILOSOPHY AND GOALS:

Each employee must be committed to the goals of the department/city and communicate to the public with the highest level of service, fair treatment, and ethical behavior. Employees shall

actively employ diligent care of department/city equipment and resources. Employees must further a personal commitment to maintain the highest level of professional appearance and actions reflecting skill and enthusiasm physically and mentally in all assignments and duties. Employees must provide the public with trust in the department by always being honest, fair, diligent, and courteous.

Signature of Employee

Date

Signature of Employer

Date

CITY OF TOMAH JOB DESCRIPTION

POSITION: Ambulance Lieutenant
(Field Training Officer)

DEPARTMENT: Ambulance

SUPERVISOR: Deputy EMS Chief

CLASSIFICATION: Non-Exempt / Hourly / Full-Time Represented

Created: November 2025

Council Approved:

LEGAL REQUIREMENTS:

DHS 110.51 legally defines the roll of preceptors for field training of students. All Field Training Officers (FTOs) for Tomah Area Ambulance Service shall meet the legal requirements as set forth in DHS 110.51.

DHS 110.51 Preceptors.

(1) The service medical director shall designate those individuals who may serve as preceptors based on the director's determination that the individuals are qualified to act as preceptors for supervised field training. Only individuals who are designated by the service medical director may serve as preceptors for supervised field training. The service medical director shall withdraw an individual's designation if the director determines that the individual is no longer qualified or at the request of the department, the training center, or the individual.

(2) In order to serve as a preceptor for field training, an individual shall have all of the following qualifications:

(a) The individual shall be licensed as an emergency medical services practitioner at or above the skill level of the training provided and shall have the knowledge and experience in using the skills, equipment and medications that are required by the scope of practice for the certification or licensure for which training is provided. A physician, registered nurse or physician assistant with training and experience in the pre-hospital emergency care of patients is deemed trained to the paramedic level.

(b) A preceptor shall have a minimum of two (2) years pre-hospital patient care experience as a licensed, practicing emergency medical services practitioner at or above the level of the training provided, or as a physician, registered nurse, or physician assistant.

(c) A preceptor shall oversee and mentor students during supervised field training and shall complete the records required to document the field training.

(d) The ambulance service provider shall keep résumés and other documentation of the qualifications of those individuals designated as preceptors on file and shall make this documentation immediately available for review by the certified training center or the department.

GENERAL DESCRIPTION OF DUTIES:

This is a non-supervisory position responsible for administering and overseeing day-to-day Emergency Medical Services (EMS) field training activities with current or new employees of Tomah Area Ambulance Service and students performing clinical rotations at Tomah Area Ambulance Service. Work involves general administrative responsibilities related to EMS Field training activities and logistical support. The administrative responsibilities for these areas include planning, in-service training programs, records and report systems, and other important coordinating and management functions as directed. Work is performed with considerable independence, under the general direction of the Public Safety Director, Deputy EMS Chief, and/or Department Training Officer

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

1. Respond to EMS calls for service.
2. Supervise day-to-day field training activities.
3. Be familiar with Tomah Area Ambulance Service Standard Operating Guidelines (SOGs), the State of Wisconsin EMS Scope of Practice, as well as being familiar with a variety of disease processes and the appropriate care for a patient with such a disease.
4. Be able to observe trainee's or student's interactions with their patient and is responsible to ensure that the trainee or student makes an appropriate patient care decision.
5. Be proficient with patient assessment.
6. Inspect trainees or students for proper appearance.
7. Provides general supervision and guidance to trainees or students in the maintenance tasks relating to the station, equipment, and grounds.
8. Ensures compliance with all policies, Standard Operating Guidelines (SOGs), and union contract by trainees or students.
9. Completes reports on incidents, personnel, and activities as required by the Department Training Officer.
10. Recommends changes to Field Training Program and in-house training programs.
11. Develops and ensures delivery of Field Training Program and in-house training to department personnel maintaining stated mandated certification and licensing levels.
12. Reviews incident reports for content, accuracy, and completion as well as continuous quality improvement of services provided.
13. Assumes temporary responsibilities of the Ambulance Captain administering and supervising day-to-day ambulance service operations in their absence.
14. Perform other responsibilities as required by the Deputy EMS Chief.

KNOWLEDGE, SKILLS AND ABILITIES:

1. State of Wisconsin Paramedic Certification
2. Must obtain Critical Care Transport Paramedic Endorsement within 2 years.
3. At least two (2) years of experience in Emergency Medical Services at the Paramedic licensure level preferred.
4. AHA instruct in one or more categories: CPR, ACLS, and PALS are desirable.
5. Ability to establish and maintain effective working relations with the EMS personnel.
6. Thorough knowledge of ambulance department medical protocols, training, and the medical principles involved in emergency medical services.
7. Ability to express ideas clearly, concisely, orally and in writing to groups and individuals.
8. Technically proficient, patient, motivated, mature, and respectful.
9. Thorough knowledge of the use of medical equipment & tools and an ability to demonstrate their use to others.

EDUCATION AND EXPERIENCE REQUIRED:

1. High School graduate or equivalent.
2. Possession of Wisconsin Paramedic Licensure
3. Maintain or obtain Critical Care Transport Paramedic Endorsement within 2 years.
4. Possession of a valid driver's license.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS:

1. Frequently works outdoors with exposure to heat, and inclement weather.
2. Exposure to frequent patient pathogens requires the use of personal protective equipment such as gloves, mask, and goggles as dictated by the nature of call.
3. Lifts and carries patients and equipment. Lift 150 pounds with assistance.
4. Maintain a professional image and wear an approved department uniform.
5. Frequent twisting and bending.
6. Reaches above and below shoulder height.
7. Be able to stand for extended periods of time.
8. Pushes and pull patients and equipment frequently. Possibility of sitting for long periods of time during patient transport.

PHILOSOPHY AND GOALS:

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

Signature of Employee

Date

Signature of Employer

Date

Ordinances

Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162O900001	9-961.41 (3g)(e)	POSS MJ-AGE 17 & OVER/2ND OFNS	\$439.00	Statute INCREASE \$628			10			NTC			162	
162O900002	9-961.41 (3g)(e)	POSS MJ-AGE 17 & ABOVE/1ST OFNS	\$313.00	\$439			20			NTC			162	
162O900003	9-961.41 (3g)(e)	POSS MJ-AGE 12-16/2ND OFNS	\$187.00	\$250			30			NTC			162	
162O900004	9-961.41 (3g)(e)	POSS MJ-AGE 12-16/1ST OFNS	\$124.00	\$155.50			40	N330		NTC			162	
162O900005	9-961.573	POSS PARA-2ND OFNS/AGES 12-16	\$439.00 \$250.00	250.00			50			NTC			162	
162O900006	9-961.573	POSS PARA-2ND OFNS/AGES => 17	\$439.00	628			60			NTC			162	
162O900007	9-961.573	POSS PARA-1ST OFNS/AGES 12-16	\$124.00	155.50			70			NTC			162	
162O900008	9-961.573	POSS PARA-1ST OFNS/AGES => 17	\$313.00	439			80			NTC			162	
162O900009	9-951.095	HARASS POLICE ANIMAL	\$500.00 \$12	734.50			90	N360		NTC			162	N
162O900010	9-948.51	HAZING	\$187.00	250			100			NTC			162	
162O900011	9-947.13	HARASSMENT	\$187.00	250			110			NTC			162	
162O900012	9-947.01	DISORDERLY CONDUCT- 3RD & ABOVE	\$376.00	533.50			120			NTC			162	

Ordinances

Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute Increase	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162O90001 3	9-947.01	DISORDERLY CONDUCT- 2ND	\$313.00	439.			130			NTC			162	
162O90001 4	9-947.01	DISORDERLY CONDUCT- 1ST	\$187.00	250			140			NTC			162	
162O90001 5	9-947.01	DC-ALCOHOL RELATED/PHYSICAL	\$1010.00	1010			150			NTC			162	
162O90001 6	9-947.01	DC-ALCOHOL RELATED	\$510.00	1010 734.50			160			NTC			162	
162O90001 7	9-947.01	DC-1ST-JUVENILE	\$92.50	108.25			170			NTC			162	
162O90001 8	9-947.012	UNLAWFUL USE PHONE	\$187.00	250.			180			NTC			162	
162O90001 9	9-947.0125	UNLAWFUL USE OF COMPUTERIZED COMM SYSTEMS	\$187.00	250			190			NTC			162	
162O90002 0	9-946.72	TAMPER W/PUBLIC RECORD	\$136.60	174.40			200			NTC			162	
162O90002 1	9-946.70	IMPERSONATING PEACE OFFICER	\$136.60	174.40			210			NTC			162	
162O90002 2	9-946.69	FALSLEY ASSUMING TO ACT AS PUBLIC OFFICER/EMP	\$136.60	174.40			220			NTC			162	
162O90002 3	9-946.66	JUV-FALSE COMPLAINT OF POLICE MISCONDUCT	\$92.50	108.25			230			NTC			162	

Ordinances

Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162O900024	9-946.66	FALSE COMPLAINT OF POLICE MISCONDUCT	\$510.00	734.50			240			NTC			162	
162O900025	9-946.44	ASSIST/PERMIT ESCAPE	\$187.00	250.			250			NTC			162	
162O900026	9-946.42(1)	ESCAPE	\$313.00	439			260			NTC			162	
162O900027	9-946.41	RESISTING AN OFFICER	\$510.00	734.50			270			NTC			162	
162O900028	9-946.41	OBSTRUCTING AN OFFICER-3RD & ABOVE	\$313.00	439			280			NTC			162	
162O900029	9-946.41	OBSTRUCTING AN OFFICER-2ND & SUBSEQUENT	\$313.00	439			290			NTC			162	
162O900030	9-946.41	OBSTRUCTING AN OFFICER-1ST OFNS	\$187.00	250			300			NTC			162	
162O900031	9-946.40	REFUSING TO AID OFFICER-2ND & SUBSEQUENT	\$187.00	250			310			NTC			162	
162O900032	9-946.40	REFUSING TO AID OFFICER-1ST OFNS	\$136.60	174.40			320			NTC			162	
162O900033	9-945.04	PERMIT PREMISES FOR USE OF COMM GAMBLING	\$187.00	250			330			NTC			162	
162O900034	9-945.03	COMMERCIAL GAMBLING	\$187.00	250			340			NTC			162	

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TOMAH POLICE DEPARTMENT

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Ordinances

Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162O90003 5	9-945.02	GAMBLING	\$187.00	250			350			NTC			162	
162O90003 6	9-944.34	KEEPING PLACE OF PROSTITUTION	\$187.00	250			360			NTC			162	
162O90003 7	9-944.31	PATRONIZING PROSTITUTE	\$187.00	250			370			NTC			162	
162O90003 8	9-944.23	MAKING LEWD/OBSCENE DRAWINGS	\$187.00	250			380			NTC			162	
162O90003 9	9-944.21	OBSCENE MATERIAL PERFORMANCE	\$187.00	250			390			NTC			162	
162O90004 0	9-944.20	PROSTITUTION	\$187.00	250			400			NTC			162	
162O90004 1	9-944.20	LEWD & LASCIVIOUS	\$313.00	439			410			NTC			162	
162O90004 2	9-943.61	THEFT LIBRARY MATERIALS	\$111.40	130.60			420			NTC			162	
162O90004 3	9-943.50	SHOPLIFTING-2ND & ABOVE	\$439.00	628			430	N540		NTC		4/17/2024 12:00:00 AM	162	
162O90004 4	9-943.50	RETAIL THEFT	\$313.00	439			440	N540		NTC			162	
162O90004 5	9-943.34	POSS/RCVG STOLEN PROPERTY-JUV	\$92.50	108.25			450			NTC			162	

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Ordinances

Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162O90004 6	9-943.24	ISSUE WORTHLESS CHECKS	\$313.00	439			460			NTC			162	
162O90004 7	9-943.232	OMVWOC	\$313.00	439			470			NTC			162	
162O90004 8	9-943.22	USE OF CHEATING TOKENS	\$187.00	250			480			NTC			162	
162O90004 9	9-943.21	THEFT BY FRAUD-OTHER	\$313.00	439			490			NTC			162	
162O90005 0	9-943.21	THEFT BY FRAUD HOTEL/TAXI/RESTAURANT	\$136.60	174.40			500			NTC			162	
162O90005 1	9-943.20	THEFT(LESS THAN \$500.00)	\$187.00	250			510			NTC			162	
162O90005 2	9-943.14	TRESPASS-CRIM TRESPASS TO DWELLING	\$187.00	250			520			NTC			162	
162O90005 3	9-943.14	CRIM TRES TO DWELLING-JUVENILE	\$92.50	108.25			530			NTC			162	
162O90005 4	9-943.13	TRESPASS TO LAND	\$136.60	174.40			540			NTC			162	
162O90005 5	9-943.125	ENTRY TO LOCKED COIN BOX	\$187.00	250			550			NTC			162	
162O90005 6	9-943.07	CRIMINAL DAMAGE TO RR	\$136.60	174.40			560			NTC			162	
162O90005 7	9-943.011	CRIM DAMAGE TO PROPERTY LESS \$4000	\$136.60	174.40			570			NTC			162	

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Ordinances

Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162O90005 8	9-943.011	CDTP LESS THAN \$4,000- JUVENILE	\$92.50	108.25			580			NTC			162	
162O90005 9	9-941.316	ABUSE OF HAZARDOUS SUBSTANCE/2ND & SUBSEQUENT	\$439.00	628			590			NTC			162	
162O90006 0	9-941.316	ABUSE OF HAZARDOUS SUBSTANCE	\$313.00	439			600			NTC			162	
162O90006 1	9-941.24	POSSESS SWITCHBLADE KNIFE	\$187.00	250			610			NTC			162	
162O90006 2	9-941.20(1)	END SAFETY/USE DANGEROUS WEAPON	\$187.00	250			620			NTC			162	
162O90006 3	9-941.13	FALSE ALARMS/FIRE	\$187.00	250			630			NTC			162	
162O90006 4	9-941.12 (2),(3)	INTERFERE W/FIRE FIGHTING/FAIL TO ASSIST	\$187.00	250			640			NTC			162	
162O90006 5	9-941.10	NEGLIGENT USE OF BURNING MATERIAL	\$187.00	250			650			NTC			162	
162O90006 6	9-940.19(1)	BATTERY-JUVENILE	\$92.50	108.25			660			NTC			162	
162O90006 7	9-940.19(1)	BATTERY	\$510.00	734.50			670			NTC			162	
162O90006 8	9-939.05	PARTY TO A CRIME	\$187.00	250.			680			NTC			162	

Ordinances

Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162O90006 9	9-932.11	ENTRY TO LOCKED VEHICLE	\$187.00	250			690			NTC			162	
162O90007 0	9-450.11(7)	PRESCRIPTION OBTAINED FRAUDULENTLY	\$313.00	439			700			NTC			162	
162O90007 1	9-30.69	WATERSKIING LAKE TOMAH	\$98.80	117.70			710			NTC			162	
162O90007 2	9-29.601(2)	WASTE & REFUSE IN WATERS	\$98.80	117.70			720			NTC			162	
162O90007 3	28-213(2)	TOBACCO UNDERAGE POSSESSION	\$92.50	108.25			730			NTC			162	
162O90007 4	9-254.76	CAUSING FIRE BY SMOKING	\$187.00	250			740			NTC			162	
162O90007 5	9-175.25	ILLEGAL STORAGE-JUNK VEHICLES-1ST OFNS	\$136.60	174.40			750			NTC			162	
162O90007 6	9-173.10	CRIMES AGAINST ANIMALS-2ND & SUBSEQUENT	\$187.00	250			760			NTC			162	
162O90007 7	9-173.10	CRIMES AGAINST ANIMALS-1ST OFNS	\$187.00	250			770			NTC			162	
162O90007 8	9-172.25	ILLEGAL STORAGE-JUNK VEHICLES-2ND & SUB	\$187.00	250			780			NTC			162	
162O90007 9	9-125.07(4) (b)	UA POSS/CONSUMPTION-4TH/AGES 17-20	\$691.00	1006			790			NTC			162	

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Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
1620900080	9-125.07(4)(b)	UA POSS/CONSUMPTION-3RD/AGES 17-20	\$439.00	628			800			NTC			162	
1620900081	9-125.07(4)(b)	UA POSS/CONSUMPTION-3RD/AGES 12-16	\$691.00	1006			810			NTC			162	
1620900082	9-125.07(4)(b)	UA POSS/CONSUMPTION-2ND/AGES 17-20	\$313.00	439			820			NTC			162	
1620900083	9-125.07(4)(b)	UA POSS/CONSUMPTION-2ND/AGES 12-16	\$187.00	250			830			NTC			162	
1620900084	9-125.07(4)(b)	UA POSS/CONSUMPTION-1ST/AGES 17-20	\$187.00	250			840			NTC			162	
1620900085	9-125.07(4)(b)	UA POSS/CONSUMPTION-1ST/AGES 12-16	\$124.00	155.50			850			NTC			162	
1620900086	9-125.07(4)(a)	UA PROCURING/ATT PROCURE-4TH & ABOVE	\$1006.00	—			860			NTC			162	
1620900087	9-125.07(4)(a)	UA PROCURING/ATT PROCURE-3RD	\$691.00	1006			870			NTC			162	
1620900088	9-125.07(4)(a)	UA PROCURING/ATT PROCURE-2ND	\$439.00	628			880			NTC			162	
1620900089	9-125.07(4)(a)	UA PROCURING/ATT PROCURE-1ST	\$376.00	533.50			890			NTC			162	
1620900090	9-125.07(4)(a4)	UA MISREP TO ASK/RCV ALCOHOL-3RD & ABOVE	\$691.00	1006			900			NTC			162	
1620900091	9-125.07(4)(a4)	UA MISREP TO ASK/RCV ALCOHOL-2ND	\$439.00	628			910			NTC			162	

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Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162090009 2	9-125.07(4) (a)4	UA MISREP TO ASK/RCV ALCOHOL-1ST	\$376.00	533.50			920			NTC			162	
162090009 3	9-125.07(4) (a)3	UA ON PREMISE W/O GUARDIAN-3RD & ABOVE	\$691.00	1006			930			NTC			162	
162090009 4	9-125.07(4) (a)3	UA ON PREMISE W/O GUARDIAN-2ND	\$439.00	628			940			NTC			162	
162090009 5	9-125.07(4) (a)3	UA ON PREMISE W/O GUARDIAN-1ST	\$376.00	533.50			950			NTC			162	
162090009 6	9-125.07(2) (a)1	SERV/SELL/DISBURSE ALCOHOL INTOX PERSON-3RD	\$439.00	628			960			NTC			162	
162090009 7	9-125.07(2) (a)1	SERV/SELL/DISBURSE ALCOHOL INTOX PERSON-1ST	\$187.00	250			970			NTC			162	
162090009 8	9-125.07(2) (a)1	SERV/SELL/DISBURSE ALCOHOL INTOX PERSON-2ND	\$313.00	439			980			NTC			162	
162090009 9	9-125.07(1) (a)	ADULT SELLING/FURN ALCOHOL-3RD+ 1 YR	\$691.00	1006			990			NTC			162	
162090010 0	9-125.07(1) (a)	ADULT SELLING/FURN ALCOHOL-2ND IN 1 YR	\$439.00	628			1000			NTC			162	
162090010 1	9-125.07(1) (a)	ADULT SELLING/FURN ALCOHOL-1ST	\$376.00	533.50			1010			NTC			162	

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Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162090010 2	9-125.07(3)	BAR OWNER RESP/UA ON PREMISES-3RD	\$691.00	1006			1020			NTC			162	
162090010 3	9-125.07(3)	BAR OWNER RESP/UA ON PREMISES-2ND	\$436.00 428	628			1030			NTC			162	
162090010 4	9-125.07(3)	BAR OWNER RESP/UA ON PREMISES-1ST	\$376.00	533.50			1040			NTC			162	
162090010 5	8-70	ANIMALS-UNLAWFUL PUBLIC SALE	\$187.00	250			1050			NTC			162	
162090010 6	8-69	ANIMALS-HARASSMENT OF SERVICE DOGS	\$187.00	250			1060			NTC			162	
162090010 7	8-68	ANIMALS-HARASSMENT OF POLICE/FIRE ANIMALS	\$510.00	734.50			1070			NTC			162	
162090010 8	8-67	ANIMALS-SHOOTING AT CAGED/STAKED ANIMALS	\$187.00	250			1080			NTC			162	
162090010 9	8-66	ANIMALS-INSTIGATING FIGHTS BTWN ANIMALS	\$187.00	250			1090			NTC			162	
162090011 0	8-65	ANIMALS-USE OF POISONOUS/CONTROLLED SUB	\$187.00	250			1100			NTC			162	
162090011 1	8-64	ANIMALS-LEADING FROM MOTOR VEHICLE	\$187.00	250			1110			NTC			162	
162090011 2	8-63	PIGEONS-PROHIBITED	\$111.40	136.60			1120			NTC			162	

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162O90011 3	8-60	ANIMALS IN FOOD ESTABLISHMENTS	\$98.80	117.70			1130			NTC			162	
162O90011 4	8-57(4)	ANIMALS-SANITARY REQUIREMENTS	\$98.80	117.70			1140			NTC			162	
162O90011 5	8-56	ANIMALS-NEGLECTED/ABANDONE D/INJURED	\$187.00	250			1150			NTC			162	
162O90011 6	8-23	ANIMALS-VACCINATION REQUIRED	\$98.80	117.70			1160			NTC			162	
162O90011 7	8-124	DOG COLLAR	\$98.80	117.70			1170			NTC			162	
162O90011 8	8-122	DOG LICENSE	\$98.80	117.70			1180			NTC			162	
162O90011 9	8-119	DOGS NUMBER OWNED	\$98.80	117.70			1190			NTC			162	
162O90012 0	8-118(9)	ANIMALS-SPRING POLE USE/TRAINING	\$187.00	250			1200			NTC			162	
162O90012 1	8-118(8)	DOG URINATE/DEFECATE ON OTHERS PROPERTY	\$98.80	117.70			1210			NTC			162	
162O90012 2	8-118(7)	ANIMALS-DESTRUCTION OF PROPERTY	\$98.80	117.70			1220			NTC			162	
162O90012 3	8-118(5)	ANIMALS-ATTACKS/KILLS/WOUNDS DOMESTIC ANIMAL	\$187.00	250.00			1230			NTC			162	

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Code Value	Ordinance Number	Code Text	Scheduled Fine		Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162O90012 4	8-118(4)	BARKING DOGS-3RD & ABOVE	\$124.00	155.50			1240			NTC			162	
162O90012 5	8-118(4)	BARKING DOGS-2ND OFNS	\$98.80	117.70			1250			NTC			162	
162O90012 6	8-118(4)	BARKING DOGS-1ST OFNS	\$73.60	117.70			1260			NTC			162	
162O90012 7	8-118(4)	BARKING DOGS	\$98.80	117.70			1270			NTC			162	
162O90012 8	8-118(3)	DOGS & CATS AT LARGE -2ND OFNS/1 YR	\$136.60	174.40			1280			NTC			162	
162O90012 9	8-118(3)	DOGS & CATS AT LARGE-1ST OFNS	\$98.80	117.70			1300			NTC			162	
162O90013 0	8-118(3)	DOGS & CATS AT LARGE-3RD OFNS/1 YR	\$187.00	250			1310			NTC			162	
162O90013 1	8-118(2)	ANIMALS-ASSAULTS OF PERSONS	\$187.00	250			1320			NTC			162	
162O90013 2	8-118(1)	DOGS-HABITUAL PURSUIT OF VEHICLES	\$98.80	117.70			1330			NTC			162	
162O90013 3	7-05	TRAFFIC-WRONG WAY ONE WAY STREET	\$98.80	117.70			1340			NTC			162	
162O90013 4	6-77	BILLIARD & OTHER TABLES-LICENSING	\$98.80	117.70			1350			NTC			162	
162O90013 5	6-58	MECHANICAL AMUSEMENT DEVICE	\$98.80	117.70			1360			NTC			162	

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Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162O90013 6	6-19	DANCE HALLS & DANCES-LICENSING	\$98.80	117.70			1370			NTC			162	
162O90013 7	52-278	ZONING CODE	\$98.80	117.70			1380			NTC			162	
162O90013 8	52-206	PARKING VEHICLE IN FRONT YARD - 1ST OFFENSE	\$98.80	117.70			1390	N410		NTC			162	
162O90013 9	50-21	TAXICABS	\$98.80	117.70			1400			NTC			162	
162O90014 0	48-63	CONTROL OF WEEDS/GRASSES	\$98.80	117.70			1410			NTC			162	
162O90014 1	46-29	UNAUTHORIZED USE OF WATER VALVE-WATER	\$98.80	117.70			1420			NTC			162	
162O90014 2	46-1	COMPULSARY CONNECTION TO WATER & SEWER	\$98.80	117.70			1430			NTC			162	
162O90014 3	44-285	TRAFFIC-ABANDONED VEHICLE	\$124.00	155.50			1440			NTC			162	
162O90014 4	44-27	IN-LINE SKATES RDWY- UNDER 16-1ST OFNS	\$92.50	108.25			1450			NTC			162	
162O90014 5	44-27	IN-LINE SKATES ON RDWY-OVER 16-1ST OFNS	\$98.80	117.70			1460			NTC			162	
162O90014 6	44-27	IN-LINE SKATES ON RDWY-OVER 16-1ST OFFS	\$92.50	108.25			1470			NTC			162	

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Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162090014 7	44-26	SCHOOL BUS WARNING LIGHTS	\$98.80	117.70			1480			NTC			162	
162090014 8	44-25	HORSES	\$98.80	117.70			1490			NTC			162	
162090014 9	44-25	HORSE RIDING RESTRICTED	\$98.80	117.70			1500			NTC			162	
162090015 0	44-24	TRAFFIC-OPERATION MV @ AIRPORT	\$98.80	117.70			1510			NTC			162	
162090015 1	44-23(c)	TRAIN-GATE/SIGNAL OPER VIOL-3RD & ABOVE	\$313.00	439			1520			NTC			162	
162090015 2	44-23(c)	TRAIN-GATE/SIGNAL OPER VIOL-2ND VIOL	\$187.00	230			1530			NTC			162	
162090015 3	44-23(c)	TRAIN-GATE/SIGNAL OPER VIOL	\$136.60	174.40			1540			NTC			162	
162090015 4	44-23(b)	TRAIN-STREETS OBST BY TRAIN-3RD & ABOVE	\$313.00	439			1550			NTC			162	
162090015 5	44-23(b)	TRAIN-STREETS OBSTRUCTED BY TRAIN	\$136.60	174.40			1560			NTC			162	
162090015 6	44-23(b)	TRAIN-STREETS OBST BY TRAIN-2ND VIOL	\$187.00	230			1570			NTC			162	
162090015 7	44-22	TRAFFIC-EXHIB OF POWER & SPEED	\$136.60	174.40			1580			NTC			162	
162090015 8	44-229	PEDESTRIAN-PROHIBITED CROSSING	\$92.50	108.25			1590			NTC			162	

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162O900159	44-228	JAY WALKING	\$92.50	108.25			1600			NTC			162	
162O900160	44-227	PEDESTRIAN-FLR TO OBEY TRAFFIC SIGNAL	\$92.50	108.25			1610			NTC			162	
162O900161	44-21	TRAFFIC-WEIGHT & ROUTE LIMITS	\$98.80	117.70			1620			NTC			162	
162O900162	44-209	BICYCLE EQUIPMENT-PARENTAL RESP	\$86.20	98.80			1630			NTC			162	
162O900163	44-208	BICYCLE EQUIPMENT VIOL-2ND IN 1 YR	\$86.20	98.80			1640			NTC			162	
162O900164	44-207	BICYCLE GENERAL REGULATION VIOL	\$86.20	98.80			1650			NTC			162	
162O900165	44-207(B)	BIKING/BLADING/BOARDING ON SIDEWALK	\$86.20	98.80			1660			NTC			162	
162O900166	44-203	BICYCLE REGISTRATION VIOL-2ND IN 1 YR	\$79.90	89.35			1670			NTC			162	
162O900167	44-153	SNOWMOBILE-GENERAL REG & AUTH ROUTE	\$98.80	117.70			1680			NTC			162	
162O900168	42-125.09 (2)(a)	UA CONSUME/POSS ALCL SCHL PRMS-3RD	\$691.00	1006			1690			NTC			162	
162O900169	42-125.09 (2)(a)	UA CONSUME/POSS ALCL SCHL PRMS-2ND	\$187.00	250			1700			NTC			162	
162O900170	42-125.09 (2)(a)	UA CONSUME/POSS ALCL SCHL PRMS-1ST	\$124.00	155.50			1710			NTC			162	

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Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162O90017 1	42-125.09 (2)(a)	UA- ADULT CONSUME/POSS ALCL SCHL PRMS	\$313.00	439			1720			NTC			162	
162O90017 2	42-125.08 (3)(a)	ADULT PROVIDING FALSE ID-4TH/AGES 17-20	\$691.00	1006			1730			NTC			162	
162O90017 3	42-125.08 (3)(a)	ADULT PROVIDING FALSE ID-3RD/AGES 17-20	\$439.00	628			1740			NTC			162	
162O90017 4	42-125.08 (3)(a)	ADULT PROVIDING FALSE ID-3RD/AGES 12-16	\$691.00	1006			1750			NTC			162	
162O90017 5	42-125.08 (3)(a)	ADULT PROVIDING FALSE ID-2ND/AGES 17-20	\$313.00	439			1760			NTC			162	
162O90017 6	42-125.08 (3)(a)	ADULT PROVIDING FALSE ID-2ND/AGES 12-16	439 \$439.00	628			1770			NTC			162	
162O90017 7	42-125.08 (3)(a)	ADULT PROVIDING FALSE ID-1ST/AGES 17-20	\$187.00	250			1780			NTC			162	
162O90017 8	42-125.08 (3)(a)	ADULT PROVIDING FALSE ID-1ST/AGES 12-16	\$187.00	250			1790			NTC			162	
162O90017 9	4-161	VIOLATION OF CLOSING HOURS	\$376.00	533.50			1800			NTC			162	
162O90018 0	4-160(6)	ORDERLY PREMISE/3RD OFNS 1 YR	\$691.00	1006			1810			NTC			162	
162O90018 1	4-160(6)	ORDERLY PREMISE/2ND OFNS 1 YR	\$439.00	628			1820			NTC			162	

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162O90018 2	4-160(6)	ORDERLY PREMISE/1ST OFNS	\$376.00	533.50			1830			NTC			162	
162O90018 3	4-160(5)	ACTING AS BARTENDER	\$691.00	1006.-			1840			NTC			162	
162O90018 4	4-160(4)	LICENSED BARTENDER NOT ON PREMISES	\$691.00	1006			1850			NTC			162	
162O90018 5	4-160(10)	OPEN INTOXICANTS IN STREET	\$187.00	250			1860			NTC			162	
162O90018 6	4-160(10)	OFF SALE	\$691.00	1006			1870			NTC			162	
162O90018 7	4-137(1)	UNLAWFUL NOISE AT CABARET/3RD OFNS IN 1 YR	\$439.00	628			1880			NTC			162	
162O90018 8	4-137(1)	UNLAWFUL NOISE AT CABARET/2ND OFNS IN 1 YR	\$313.00	439			1890			NTC			162	
162O90018 9	4-137(1)	UNLAWFUL NOISE AT CABARET/1ST OFNS	\$187.00	250			1900			NTC			162	
162O90019 0	38-30(a)	SIDEWALKS-ICE & SNOW -3RD & ABOVE	\$98.80	117.70			1910			NTC			162	
162O90019 1	38-30(a)	SIDEWALKS-ICE & SNOW -2ND VIOL	\$92.50	108.25			1920			NTC			162	
162O90019 2	38-30(a)	SIDEWALKS-ICE & SNOW	\$79.90	89.35			1930			NTC			162	

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162O90019 3	36-77	RECYCLING-MANDATORY	\$98.80	117.70			1940			NTC			162	
162O90019 4	36-33	GARBAGE OUT BEFORE PERMITTED TIME	\$98.80	117.70			1950			NTC			162	
162O90019 5	36-32	GARBAGE CONTAINERS	\$98.80	117.70			1960			NTC			162	
162O90019 6	36-27	GARBAGE AMOUNT	\$98.80	117.70			1970			NTC			162	
162O90019 7	36-26	GARBAGE DISPOSAL RESTRICTIONS	\$98.80	117.70			1980			NTC			162	
162O90019 8	36-25(1-4)	GARBAGE ILLEGAL DUMPING	\$98.80	117.70			1990			NTC			162	
162O90019 9	36-24	GARBAGE COLLECTION BY OTHERS	\$98.80	117.70			2000			NTC			162	
162O90020 0	350.02	TRAFFIC-ILLEGAL OPER SNOWMOBILE ON HWY	\$124.00	155.50			2010			NTC			162	
162O90020 1	347.489	TRAFFIC-EQUIPMENT VIOL BICYCLE	\$86.20	98.80			2020			NTC			162	
162O90020 2	347.487	TRAFFIC-MC UNLAWFUL RIDING/< 2 PPL	\$98.80	117.70			2030			NTC			162	
162O90020 3	347.486(3)	TRAFFIC-DEFECTIVE MUFFLER/HNDLBARS MC	\$98.80	117.70			2040			NTC			162	

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Code Value	Ordinance Number	Code Text	Scheduled Fine		Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162O90040 3	30-37	PARKS-LITTERING PROHIBITED	\$187.00	250.-			4040			NTC			162	
162O90040 4	30-36	DC- PARKS,PLAYGROUNDS, SWIMMING POOLS	\$187.00	250			4050			NTC			162	
162O90040 5	30-34	CLOSING OF PARKS	\$98.80	117.70			4060			NTC			162	
162O90040 6	30-33	CLOSING OF REC PARK	\$98.80	117.70			4070			NTC			162	
162O90040 7	30-32(a-c)	INTOXICANTS IN PARK	\$98.80	117.70			4080			NTC			162	
162O90040 8	30-31	FENCES, RAILINGS & BENCHES IN PARKS	\$86.20	98.80			4090			NTC			162	
162O90040 9	30-30	GAMES OR SPORTS RESTRICTED IN PARKS	\$86.20	98.80			4100			NTC			162	
162O90041 0	30-29	DISTRIBUTING/POSTING CIRCULAR IN PARKS	\$98.80	117.70			4110			NTC			162	
162O90041 1	30-28	VENDORS RESTRICTED IN PARKS	\$98.80	117.70			4120			NTC			162	
162O90041 2	30-27	PUBLIC MTGS/ASSEMBLIES IN PARKS	\$98.80	117.70			4130			NTC			162	
162O90041 3	30-26	TRESPASSING IN PARK	\$98.80	117.70			4140			NTC			162	

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Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162O90041 4	30-25	SWIMMING IN PARK	\$98.80	117.70			4150			NTC			162	
162O90041 5	30-24	USE OF WEAPONS IN PARK	\$187.00	250			4160			NTC			162	
162O90041 6	30-23	FIRE IN PARKS	\$98.80	117.70			4170			NTC			162	
162O90041 7	30-22	DESTRUCTION OF CITY PROPERTY IN A PARK	\$98.80	117.70			4180			NTC			162	
162O90041 8	30-21(a-c)	ANIMALS IN PARKS	\$98.80	117.70			4190			NTC			162	
162O90041 9	30-20	TRAFFIC-PARKING IN PARK	\$98.80	117.70			4200			NTC			162	
162O90042 0	30-141	HOURS OF OPERATION- RECREATION TRAIL	\$98.80	117.70			4210			NTC			162	
162O90042 1	28-83	SLINGSHOTS, BOW & ARROW	\$98.80	117.70			4220			NTC			162	
162O90042 2	28-82	CARRYING DANGEROUS WEAPON	\$187.00	250			4230			NTC			162	
162O90042 3	28-82	CARRYING DANG WEAPON-JUVENILE	\$92.50	108.25			4240			NTC			162	
162O90042 4	28-81	HUNTING RESTRICTIONS -AIRPORT	\$98.80	117.70			4250			NTC			162	
162O90042 5	28-80	DISCHARGING FIREWORKS-JUVENILE	\$92.50	108.25			4260			NTC			162	

Ordinances

Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162090042 6	28-80	DISCHARGING FIREARMS	\$187.00	250			4270			NTC			162	
162090042 7	28-53(a)	HUNTING RESTRICTIONS/LAKE TOMAH	\$98.80	117.70			4280			NTC			162	
162090042 8	28-51	INHALING TOXIC VAPORS(AGE 12-16)-JUV	\$92.50	108.25			4290			NTC			162	
162090042 9	28-51	INHALING TOXIC VAPOR-OVER 16	\$187.00	250			4300			NTC			162	
162090043 0	28-50	DEFACING LIBRARY MATERIAL-JUVENILE	\$92.50	108.25			4310			NTC			162	
162090043 1	28-50	DEFACING LIBRARY MATERIAL	\$111.40	136.60			4320			NTC			162	
162090043 2	28-49	POSTING BILLS	\$86.20	98.80			4330			NTC			162	
162090043 3	28-49	ILLEGAL POSTING OF SIGNS	\$98.80	117.70			4340			NTC			162	
162090043 4	28-48	LITTERING-JUVENILE	\$92.50	108.25			4350			NTC			162	
162090043 5	28-48	LITTERING	\$98.80	117.70			4360			NTC			162	
162090043 6	28-47	STATE OPEN HOUSE LAW	\$86.20	98.80			4370			NTC			162	
162090043 7	28-46	INTERFERENCE W/RADIO-TV RECEPTION	\$86.20	98.80			4380			NTC			162	

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Ordinances

Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162O90043 8	28-45	UNLAWFUL AMPLIFYING SOUND	\$98.80	117.70			4390			NTC			162	
162O90043 9	28-44	CROSS POLICE/FIRE LINE	\$98.80	117.70			4400			NTC			162	
162O90044 0	28-43	ABANDONMENT- ENCLOSED APPLIANCE	\$111.40	136.60			4410			NTC			162	
162O90044 1	28-42(b)	LOITERING- SCHL/PUBLIC BLDG	\$111.40	136.60			4420			NTC			162	
162O90044 2	28-42(a)	LOITERING ST/SIDEWALK	\$98.80	117.70			4430			NTC			162	
162O90044 3	28-42(4)	LOITERING-POSTED	\$98.80	117.70			4440			NTC			162	
162O90044 4	28-42(3)	LOITERING AFTER BEING ASKED TO MOVE	\$98.80	117.70			4450			NTC			162	
162O90044 5	28-189	CURFEW VIOLATION- JUVENILE	\$86.20	98.80			4460			NTC			162	
162O90044 6	28-156	PARENTAL RESPONSIBILITY	\$187.00	250			4470			NTC			162	
162O90044 7	28-135(b)	TRUANCY-HABITUAL	\$0.00	Set by Judge			4480			NTC			162	
162O90044 8	28-135(a)	TRUANCY	92.50 \$98.80	108.25			4490			NTC			162	
162O90044 9	24-58(f)	VIOL-REGULATION OUTDOOR SOLID FUEL HTG	\$98.80	117.70			4500			NTC			162	

Ordinances

Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162O900450	24-4	ABATEMENT OF HEALTH NUISANCES	\$98.80	117.70			4510			NTC			162	
162O900451	24-27	SMOKING PROB/MUNI BLDG OR MV	\$98.80	117.70			4520			NTC			162	
162O900452	23.33.4CA2	ATV-OPER W/PROB BAC	\$376.00	117.70			4530			NTC			162	
162O900453	23.33.4ca1	ATV-OPER WHILE INTOXICATED	\$453.00	—			4540			NTC			162	
162O900454	23.33(3G)	ATV-OPER W/IN 150 FT OF DWELLING	\$98.80	117.70			4550			NTC			162	
162O900455	23.33(2A)	ATV-OPER W/O VALID REGISTRATION	\$124.00	117.70			4560			NTC			162	
162O900456	23.23(3)	WASTE IN REFUSE IN WATERS	\$98.80	117.70			4570			NTC			162	
162O900457	23.22(4A)	ATV-OPER ON HIGHWAY	\$124.00	—			4580			NTC			162	
162O900458	22-22	FLOODPLAIN ZONING CODES	\$98.80	117.70			4590			NTC			162	
162O900459	22-149	SHORELAND	\$98.80	117.70			4600			NTC			162	
162O900460	20-266(c)	FIRE-BURNING W/O PERMIT/PERMIT VIOL	\$86.20	98.80			4610			NTC			162	
162O900461	20-180	FIREWORKS-SALE	\$407.50	580.75			4620			NTC			162	

Ordinances

Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162O90046 2	20-180	DISCHARGE OF FIREFWORKS	\$136.60	174.40			4630			NTC			162	
162O90046 3	18-91	DUTCH ELM DISEASE	\$98.80	117.70			4640			NTC			162	
162O90046 4	18-52	JUNK & JUNK VEHICLES- 1ST OFNS	\$187.00	250.00			4650			NTC			162	
162O90046 5	18-52	JUNK & JUNK VEHICLES - 3RD/1 YR	\$510.00	734.50			4660			NTC			162	
162O90046 6	18-52	JUNK & JUNK VEHICLES - 2ND/1 YR	\$376.00	533.50			4670			NTC			162	
162O90046 7	18-24	ABATEMENT OF PUBLIC NUISANCE	\$98.80	117.70			4680			NTC			162	
162O90046 8	18-22(9)	UNNECESSARY NOISE AND/OR VIBRATION	\$98.80	117.70			4690			NTC			162	
162O90046 9	18-22(4)	TREES ON BOULEVARD	\$98.80	117.70			4700			NTC			162	
162O90047 0	18-20(7)	STAGNANT WATER- HEALTH RISK	\$98.80	117.70			4710			NTC			162	
162O90047 1	8-118(3)	DOGS & CATS AT LARGE- 3RD & ABOVE	\$187.00	250			4720			NTC			162	
162O90047 2	8-118(3)	DOGS & CATS AT LARGE -2ND OFNS	\$136.60	174.40			4730			NTC			162	
162O90047 3	8-118(3)	DOGS & CATS AT LARGE- 1ST OFNS	\$98.80	117.70			4740			NTC			162	

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Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162O90047 4	18.22	NUISANCES AFFECTING PEACE & SAFETY	\$136.60	174.40			4750			NTC			162	
162O90047 5	18.22(10)	ANIMAL OR FOWL NOISE DISTURBANCE-3RD & SUB	\$124.00	155.50			4760			NTC			162	
162O90047 6	18.22(10)	ANIMAL OR FOWL NOISE DISTURBANCE-2ND OFNS	\$98.80	117.70			4770			NTC			162	
162O90047 7	18.22(10)	ANIMAL OR FOWL NOISE DISTURBANCE-1ST OFNS	\$73.60	79.90			4780			NTC			162	
162O90047 8	18.21	PUBLIC NUISANCE- URINATING IN PUBLIC	\$187.00	250			4790			NTC			162	
162O90047 9	18.21	NUISANCES AFFECTING MORALS & DECENCY	\$187.00	250			4800			NTC			162	
162O90048 0	18.20	NUISANCES GENERAL	\$187.00	250			4810			NTC			162	
162O90048 1	167.31(2B)	TRAFFIC- PLACE/POSS/TRAN UNCASED FIREARM	\$111.40	136.60			4820			NTC			162	
162O90048 2	14-24(3)	CONTEMPT OF COURT- MISCONDUCT	\$187.00	250			4830			NTC			162	
162O90048 3	14-24(2)	CONTEMPT OF COURT- FLR TO APPEAR	\$187.00	250			4840			NTC			162	
162O90048 4	14-24(1)	CONTEMPT OF COURT- DISOBEDIENCE	\$187.00	250			4850			NTC			162	

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Ordinances

Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162O90048 5	18-54	Storage of Vehicles Restricted	\$187.00	250				N360		NTC			162	N
162O90048 6	101.123(2) (a)8g	Prohibited Smoking	\$187.00	101.123(2)(a)8g	N201011			N360		NTC			162	N
162O90048 7	101.123 (2m)(a)	Prohibited Smoking-Owner Responsibility	\$187.00	101.123(2m)(a)	N201021			N360		NTC			162	N
162O90048 8	28-214	SALE OF NICOTINE PRODUCTS TO UA PERSONS	\$187.00	250				N360		NTC			162	Y
162O90048 9	44-180	OPERATING ATV ON ROADWAY	\$98.80	22-22(4)(a)	N200370			N360		NTC			162	N
162O90049 0	4-2-125.04 (1)	ALCOHOL GENERAL LICENSING REQ	\$439.00	628				N390		NTC			162	N
162O90049 1	4-2-125.32 (2M)(A)	PROHIBITED LICENSE USE BY ANOTHER	\$439.00	628				N390		NTC			162	N
162O90049 2	52-206	PARKING IN FRONT YARD - 2ND OFFENSE	\$187.00	250				N410		NTC			162	
162O90049 3	52-206	PARKING IN FRONT YARD - 3RD OFFENSE	\$313.00	439				N410		NTC			162	
162O90049 4	8-120	ANIMALS - FAILURE TO QUARANTINE	\$187.00	250				N360		NTC			162	
162O90049 5	18-20(3)	DECAYED/JUNK MATERIALS	\$124.00	155.50				N360		NTC			162	
162O90049 6	18-20(4)	FECAL MATTER ACCUMULATION	\$124.00	155.50				N360		NTC			162	

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Ordinances

Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WIBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162O90049 7	18-20(5)	ANIMAL FECAL MATTER IN PUBLIC PLACE	\$124.00	155.50				N360		NTC			162	
162O90049 8	9-941.2965 (1)	POSSESSION FACSIMILE FIREARM	\$510.00	734.50				N360		NTC			162	Y
162O90049 9	28-213(2)	POSSESSION OF VAPE PRODUCTS <18	92.50 \$60.00	108.25				N360		NTC			162	Y
162O90050 0	28-214	SALE OF VAPING PRODUCTS TO PERSON <18	\$691.00	100.00				N360		NTC			162	Y
162O90050 1	44-181(a)	ATV/UTV OPERATING WHILE ROUTE CLOSED	\$187.00	250				N300		NTC			162	N
162O90050 2	44-181(B)	ATV/UTV SPEED VIOLATIONS	\$187.00	250				N300		NTC			162	N
162O90050 3	44-181(C)	ATV/UTV OERATOR <16	\$124.00	155.50				N300		NTC			162	N
162O90050 4	44-181(D)	ATV/UTV NO VALID DL	\$124.00	155.50				N300		NTC			162	N
162O90050 5	44-181(E)	ATV/UTV OPEN INTOXICANTS	\$124.00	155.50				N300		NTC			162	N
162O90050 6	44-181(F)	ATV/UTV NO INSURANCE/PROOF OF INS	\$124.00	155.50				N300		NTC			162	N
162O90050 7	343.05(3) (a)	NO VALID DL-2ND (MUNI COURT)	\$250.00	313.-				N540		NTC			162	Y

Ordinances

Code Value	Ordinance Number	Code Text	Scheduled Fine	Statute	Statute Key	WBRS Offense Code	Sort Order	Tree Value	Shortcut	Statute Section	Start Date	Expiration Date	Location ID	Mandatory Appearance Flag
162090050 8	347.413(1)	IID TAMPERING/FAILURE TO INSTALL (MUNI CT)	\$250.00	—				N540		NTC			162	Y
162090050 9	8-57(1)-(5)	ANIMAL CARE RESTRICTIONS	\$98.80	117.70				N400		NTC			162	



STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approval: Sewer Rate Increase

Summary and background information: (Appropriate documents attached)

Sewer rates have not increased in over 7 years, remaining at \$7.00 per 100 cu. ft. Due to rising costs and inflation, it is necessary to increase the sewer rate.

Fiscal Note:

Recommendation:

Recommendation to increase the sewer rate by 3% in 2026.

A handwritten signature in black ink, appearing to read "Brandy Leis". The signature is written in a cursive, flowing style.

Director of Public Works & Utilities
Brandy Leis

A handwritten date "11/12/25" in black ink, written in a simple, clear style.

Date

MINUTES FOR PUBLIC WORKS & UTILITIES - AMENDED

A Public Works & Utilities - Amended was held on **Wednesday, November 19, 2025 at 5:30 PM** in the Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.

Meeting was called to order at 5:30 PM by John Glynn

Call to Order - Roll Call

Quorum Present (YES)

John Glynn (Y), Dean Peterson (Y), Patrick Devine (A), Brian Rice (Y), Kerwin Greeno (A), Mayor Paul Dwyer (Y), Mitch Koel (A)

Also present, Director Brandy Leis, Jeff Marten, Joe Kube, Chad Richmond

Approve Minutes

Motion by Mayor Dwyer and seconded by Rice to approve the October minutes as presented. All ayes. Motion carried.

Discussion Items

1. Airport Update

Steve Austin gave an update on the airport. Fuel prices have been updated; Volk Field is utilizing the field for training. The flight office looks good. Steve commented again that having a displaced threshold on the East end would be beneficial to Tomah and the surrounding industries. Director Morales reminded the Commissioners of where the airport budget is currently sitting and to keep that in mind when making any financial decisions.

2. Approval: Sewer Rate Increase

Motion by Dwyer and seconded by Peterson to approve a 3% sewer increase. All ayes. Motion carried.

3. Approval: Additional Stop Signs on Clark St. at W Monroe St. & Oak Ave at W Monroe St.

Motion by Peterson and seconded by Dwyer to approve the additional stop signs on Clark St. at W Monroe St. & Oak Ave. At W Monroe St. All ayes. Motion carried.

4. Project Updates

Nik from Town & Country provided an update on future and past projects. King Ave is completed and restoration is done. The forebay project continues to work on restoration as well.

5. Approval: Pay Request - 2025 Lake Tomah Forebay Cleaning

Motion by Peterson and seconded by Rice to approve the 2025 Lake Tomah Forebay Cleaning pay request. All ayes. Motion carried.

6. Payment of Monthly Water & Sewer Bills

Motion by Peterson and seconded by Rice to approve the sewer bills as presented. All ayes. Motion carried.

Motion by Peterson and seconded by Rice to approve the water bills as presented. All ayes. Motion carried.

7. Departmental Reports

Water - November average daily pumping is 750,000 gallons per day. Waiting for response from DNR on Well #14. DNR had us check the media in Well #6. The filter looks good and was rehabbed in 2019. Hydrant maintenance has been completed. A new employee started on Monday, November 3, 2025. One service leak on Lakeside Dr. that had a hole in the copper.

Sewer – Average flow of 1.1 MGD. Last week, 40 loads of sludge were hauled to local farmers, with the help of the street department. We are hoping to haul one more time before the ground freezes to get the storage shed empty before winter. Completed our sewer cleaning for the year. Received 3 quotes for replacing our polymer system and hope to get one picked out and ordered so we can replace it this winter. Also received quotes for a new 20HP electric motor for our RAS pump, with an estimate of around \$2,500.

Public Works – Concrete lifting for sidewalks has been completed this year. Leafvac has been busy running with no issues, covering the city in 5 days. Working on getting equipment ready for winter months. Worked on remodeling the library office and spray foaming the interior walls. Dam motors starting Thursday on Roller Gate, making sure calibration is correct on how much we open the gates. Assisted the Water Dept. on a hot mix patch on Lakeside. Volk Field is setting up props at the airport for training. A company called Today's Tree Service will chip, load and haul wood chips to Lacrosse to burn for power at no cost to the city. This is approximately \$10,000 savings.

8. Director's Report

Truck Driver position is still open and having a hard time filling this position due to applicants not having their CDL. Will be looking into what it would take to pay for someone to get their CDL if they don't have one already. Also looking into changing the job description title and will be bringing that to commission next month. Director Leis is working on securing a grant in the amount of \$21,000 for the Hollister project.

9. Set Next Meeting Date - December 17, 2025

Motion by Mayor Dwyer and seconded by Peterson to adjourn the meeting at 6:05 PM. All ayes. Motion carried.

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Appointment of 2026-2027 Election Officials

Summary and Background Information:

(Appropriate Documentation Attached)

Per State Statute 7.30(4)(a), election officials must be nominated to the governing body by the Mayor no later than their last regular meeting in December of each odd-numbered year. Terms commence on even numbered years and end on December 31 of odd-numbered years. Please see the attached list of recommendations for Regular Election Officials (Inspectors) and Chief Inspection Election Officials.

Fiscal Note:

N/A

Recommendation:

It is recommended that the Common Council appoint the election officials for 2026-2027 as indicated on the attached report.

Respectfully submitted by:

Nicole E. Jacobs

Committee: Common Council

Meeting Date: December 15, 2025

Recommendation to appoint the **Election Inspectors** for the City of Tomah for the 2026 - 2027 term as follows:

Christi Anderson	Barbara Hendricks	Bonnie Roscovius
Myra Anderson	Bradley Hillestad	Jane Schave
Adam Balz	Katharine Hillestad	Kristine Senn
Karen Betthauser	Mary Jacobs	Mary Smith
Evelyn Chapman	Ann Kiel	LaVonne Smith
Justin Derhammer	Dennis Koranda	Dawn Spence
Teresa Devine	Janet Koranda	Rose Vanderbloemen
Cindy Eder	Marla Leverich	Fred Wahls
Tom Frei	Odile Nelson	Darlene Wahls
Melanie Frei	Elmer Pasch Jr.	Susan Zinke
Kitty Gnewikow	Joan Pasewald	
Kara Griswold	Debbie Reid	
Debra Hancock	Sheila Robertson	

Recommendation to appoint the **Chief Inspectors** for the City of Tomah for the 2026 - 2027 term as follows:

Debbie Reid	Melanie D. Frei	
Debra J. Hancock	Kitty R. Gnewikow	Mary G. Jacobs

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Façade Improvement Grant Program Application 7-2025 (Rezin Real Estate)

Summary and Background Information:

Rezin Real Estate (Ms Livia Rezin) has submitted an application for the Façade Improvement Grant Program. The project will involve repairs to the deck and accessibility upgrades such as a wheelchair ramp. The applicant is requesting reimbursement of \$10,000 of an estimated \$41,955 project, which equals 24% of the total eligible project cost. The applicant has fulfilled all requirements of the grant program.

Recommendation From:

City Administrator

Minutes Attached:

Yes ☐

No ☒

Budget Account:

Tax Increment District 8 Fund

Fiscal Impact:

Reduction in FY2025 TID 8 Fund by \$10,000.00. This program was allocated \$100,000 for the life of the program (expires on 31 December 2025). This project will result in \$16,112.85 left in the program allocation.

Staff Responsible for implementation:

City Administrator

Economic Impact:

This grant program seeks to support Operation Phoenix (downtown revitalization), as well as to attract and retain business which is one of the four economic strategic priorities listed in Tomah Comprehensive Plan 2045.

Zoning/Rezoning Issues:

None.

Supports Organizational Goals:Yes ☒No ☐**Questions from City Administrator:**

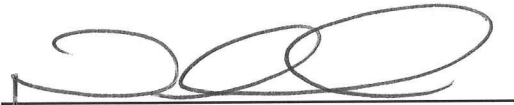
None.

Grants Pursued/Opportunity Pursued:

Façade Improvement Grant Program

Recommendation:

A motion to approve the application should read, "Motion to approve Façade Improvement Grant Program Application 7-2025 in the amount of \$10,000 or 75% of total eligible project cost, whichever is less."



City Administrator

2025/2/11

Date



Department Director

Date

Committee: Common Council
Meeting Date(s): 15 December 2025

**CITY OF TOMAH, WI TAX INCREMENTAL FINANCING
FACADE IMPROVEMENT GRANT PROGRAM - EVALUATION CHECKLIST**

Line No.	Requirement	Yes	No	N/A	Notes
1A	Is the applicant a downtown property owner of a commercial, industrial, multi-family (4+ units) residential, or mixed use structure?	X			Structure was originally a single family residential, but now zoned business district and used for a business.
1B	If not one of the above, is the applicant a non-residential building tenant with leases of more than three years in length?			X	
2	If the applicant is 1B, do they have property owner approval?			X	
3	If the applicant is 1B, is the property located within the downtown area?			X	
4	Is the applicant in a structure other than a single-family or duplex residence, regardless of the owner or renter occupancy?	X			
5	Is the applicant a taxable entity?	X			
6	Is the amount the applicant is requesting no more than 75% of the total project cost?	X			The applicant is requesting \$10,000 in reimbursement for a project estimated to cost \$41,955, which is 24%.
7	Is the applicant requesting no more than \$10,000 per property eligible for exterior improvements?	X			
8	Has the applicant documented the sources of all matching funds?	X			
9	Are all matching funds from the applicant from non-City sources?	X			
10	Is the project to improve a street-facing exteriors/facades, or those the City finds to be substantially similar?	X			
11	The improvements are generally not tenant specific.	X			
12	The improvements are likely to benefit/serve future building occupants.	X			
13	If an alley-facing exterior/facade, does the facade includes a publicly accessible building entrance.	X			
14	All eligible costs are for improvements to the structure and comply with City of Tomah Municipal Ordinance and the Downtown Design Standards Handbook (Section 52-42 of the Zoning Ordinance.	X			
15	Renovations not previously approved by the City of Tomah	X			
16	Renovations have not started prior to receiving final approval of the grant request.	X			
List of Eligible Costs					
	Restoration of documented historic elements				
	Masonry repair, tuckpointing, and cleaning				
	Balconies and decks	X			
	Doors and entrances				
	Window repair or replacement				
	Painting				
	Business signage				
	Awnings				
	Lighting				
	Murals				
	Professional installation and labor costs	X			
	Professional design services				
	Ineligible Expenses				
	Roofing or roof repairs	X			Although bracing the roof is listed, it is to facilitate the deck repair and should be considered an eligible cost.
	Tinted windows				
	Electric signs				
	Security systems				
	Paving				
	Landscaping				
	New building construction				
	Land Acquisition				
	Operating equipment				
	Furnishings				
	Inventory				
	Operating expenses				







207 Marcou Road
PO Box 367
Onalaska, WI 54650

P: (608) 871-6121
F: (608) 709-2634
compeer.com

December 9, 2025

Livia Rezin	Jason Rezin
13939 Grover Rd.	14705 Grover Rd.
Tomah, WI 54660	Tomah, WI 54660

Re: Rezin Real Estate LLC & Eliv8 Esthetics LLC

Dear Livia and Jason.

I am writing you in reference to your request for documentation of your available funds with Compeer Financial. Please let this letter serve as confirmation that currently you have funds in excess of \$42,000.00 available with Compeer Financial.

Any questions in regard to this letter please contact me at either bryan.edwards@compeer.com or my cell (608)604-4834.

Sincerely,

A handwritten signature in black ink that reads "Bryan A. Edwards". The signature is written in a cursive, flowing style.

Bryan A. Edwards
Financial Officer

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Façade Improvement Grant Program Application 8-2025 (Harbor Beach LLC)

Summary and Background Information:

Harbor Beach LLC (Ms. Jane Donaldson) has submitted an application for the Façade Improvement Grant Program. The project will replace and update the front door on Superior Avenue that leads to a second floor apartment, replace and refresh side panels and window sills on the north and west walls, erect an artistic balcony railing on the south balcony, and erect a railing on garage deck. All completed work will be clearly visible from Superior Avenue. The applicant is requesting reimbursement of \$10,000 of an estimated \$20,759.37 project, which equals 48% of the total eligible project cost. The applicant has fulfilled all requirements of the grant program.

Recommendation From:

City Administrator

Minutes Attached:

Yes ☐

No ☒

Budget Account:

Tax Increment District 8 Fund

Fiscal Impact:

Reduction in FY2025 TID 8 Fund by \$10,000.00. This program was allocated \$100,000 for the life of the program (expires on 31 December 2025). This project will result in \$16,112.85 left in the program allocation.

Staff Responsible for implementation:

City Administrator

Economic Impact:

This grant program seeks to support Operation Phoenix (downtown revitalization), as well as to attract and retain business which is one of the four economic strategic priorities listed in Tomah Comprehensive Plan 2045.

Zoning/Rezoning Issues:

None.

Supports Organizational Goals:Yes ☒No ☐**Questions from City Administrator:**

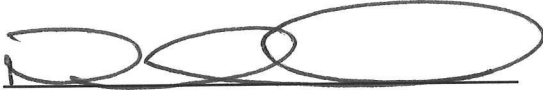
None.

Grants Pursued/Opportunity Pursued:

Façade Improvement Grant Program

Recommendation:

A motion to approve the application should read, "Motion to approve Façade Improvement Grant Program Application 8-2025 in the amount of \$10,000 or 75% of total eligible project cost, whichever is less."



City Administrator



Date



Department Director

Date

Committee: Common Council
Meeting Date(s): 15 December 2025

**CITY OF TOMAH, WI TAX INCREMENTAL FINANCING
FACADE IMPROVEMENT GRANT PROGRAM - EVALUATION CHECKLIST**

Line No.	Requirement	Yes	No	N/A	Notes
1A	Is the applicant a downtown property owner of a commercial, industrial, multi-family (4+ units) residential, or mixed use structure?	X			
1B	If not one of the above, is the applicant a non-residential building tenant with leases of more than three years in length?			X	
2	If the applicant is 1B, do they have property owner approval?			X	
3	If the applicant is 1B, is the property located within the downtown area?				
4	Is the applicant in a structure other than a single-family or duplex residence, regardless of the owner or renter occupancy?	X			
5	Is the applicant a taxable entity?	X			
6	Is the amount the applicant is requesting no more than 75% of the total project cost?	X			Applicant is requesting \$10,000 in reimbursement for a projected estimated to be \$20,759.37, which is approximately 48%.
7	Is the applicant requesting no more than \$10,000 per property eligible for exterior improvements?	X			
8	Has the applicant documented the sources of all matching funds?	X			
9	Are all matching funds from the applicant from non-City sources?	X			
10	Is the project to improve a street-facing exteriors/facades, or those the City finds to be substantially similar?	X			
11	The improvements are generally not tenant specific.	X			
12	The improvements are likely to benefit/serve future building occupants.	X			
13	If an alley-facing exterior/facade, does the facade includes a publicly accessible building entrance.	X			
14	All eligible costs are for improvements to the structure and comply with City of Tomah Municipal Ordinance and the Downtown Design Standards Handbook (Section 52-42 of the Zoning Ordinance.	X			
15	Renovations not previously approved by the City of Tomah	X			
16	Renovations have not started prior to receiving final approval of the grant request.	X			
	List of Eligible Costs				
	Restoration of documented historic elements				
	Masonry repair, tuckpointing, and cleaning				
	Balconies and decks	X			
	Doors and entrances	X			
	Window repair or replacement	X			
	Painting				
	Business signage				
	Awnings				
	Lighting				
	Murals				
	Professional installation and labor costs	X			
	Professional design services				
	Ineligible Expenses				
	Roofing or roof repairs				
	Tinted windows				
	Electric signs				
	Security systems				
	Paving				
	Landscaping				
	New building construction				
	Land Acquisition				
	Operating equipment				
	Furnishings				
	Inventory				
	Operating expenses				

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Resolution Declaring Official Intent to Reimburse Expenditures From Proceeds of Borrowing

Summary and Background Information:

As we use bonding or borrowing to fund most of our capital projects, and the timing of the bonding does not always line up with all the expenditure for our capital projects, we pass this resolution to allow us to use the proceeds of our borrowing to reimburse spending that occurs on the approved projects between this date and the date that we receive our bond proceeds.

Recommendation From:

Justin Derhammer, Treasurer

Minutes Attached:

Yes ☐ No ☒

Budget Account:

Capital Projects Funds

Fiscal Impact:

Up to \$6,775,000

Staff Responsible for implementation:

Justin Derhammer, Treasurer

Economic Impact:

Saves money on borrowing, by allowing us to use tax exempt borrowing

Zoning/Rezoning Issues:

n/a

Supports Organizational Goals:

Yes ☒ No ☐

Grants Pursued/Opportunity Pursued: n/a

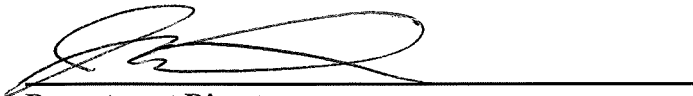
Recommendation: Approve to allow borrowing for approved capital projects.



City Administrator

2025/12/11

Date



Department Director

12.8.2025

Date

Committee: Common Council

Meeting Date(s): December 15, 2025

RESOLUTION NO.

RESOLUTION DECLARING OFFICIAL INTENT
TO REIMBURSE EXPENDITURES
FROM PROCEEDS OF BORROWING

WHEREAS, the City of Tomah, Monroe County, Wisconsin (the "Issuer") plans to finance 2026 capital improvement projects, including those listed in Exhibit A attached hereto (collectively, the "Project");

WHEREAS, the Issuer expects to finance the Project on a long-term basis by issuing tax-exempt bonds or notes (collectively, the "Bonds");

WHEREAS, because the Bonds will not be issued prior to commencement of the Project, the Issuer must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, the Common Council (the "Governing Body") of the Issuer deems it to be necessary, desirable, and in the best interests of the Issuer to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer that:

Section I. Expenditure of Funds. The Issuer shall make expenditures as needed from its funds on hand to pay the cost of the Project until proceeds of the Bonds become available.

Section 2. Declaration of Official Intent. The Issuer hereby officially declares its intent under Treas. Reg. Section I .150-2 to reimburse said expenditures with proceeds of the Bonds, in an amount not expected to exceed \$6,775,000.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. The Resolution shall be made available for public inspection at the office of the Issuer's Clerk within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Adopted and recorded _____, 2025

Approved -----' 2025

Paul Dwyer
Mayor

ATTEST:

(SEAL)

Nicole Jacobs
City Clerk

City of Tomah
2026 Capital Projects - Reimbursement Resolution

DEPARTMENT	DESCRIPTION	COST
CITY HALL	IT EQUIPMENT	25,000.00
PARKS	Rec TRAIL - AQUATIC CENTER TO TOMAH HEALTH PROJECT	635,000.00
POLICE	1 SQUADS WITH UPFITTING	58,000.00
POLICE	RADIO EQUIPMENT	7,000.00
STREETS	SEAL COATING PROJECTS	250,000.00
PUBLIC WORKS AND UTILITIES - W&S	HOLLISTER PROJECT	4,800,000.00
PUBLIC WORKS AND UTILITIES - S	TOWNLINE ROAD PROJECT	<u>1,000,000.00</u>
		6,775,000.00