



## AGENDA FOR COMMON COUNCIL

### MEETING NOTICE

A Common Council meeting will be held on **Tuesday, March 16, 2021 at 6:00 PM**  
in the **Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.**

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**\*\*\*PLEASE NOTE THAT THE COMMON COUNCIL WILL GO INTO CLOSED SESSION AT 6:00 P.M. IF NECESSARY, THE COUNCIL WILL RECONVENE TO CLOSED SESSION IMMEDIATELY FOLLOWING THE REGULAR SESSION. \*\*\***

**NOTE:** The Mayor, Alderpersons, City Clerk and City Attorney will gather in the Council Chambers and will dial into the teleconference referenced below prior to the “Call to Order”. Department heads, news media, and others appearing before the council, as well as any members of the public desiring to monitor the meeting, are to do as follows:

#### Join Zoom Meeting:

**Meeting ID: 768 946 6740 | Password: Tomah2020**

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

### AGENDA:

- A. CALL TO ORDER – PLEDGE OF ALLEGIANCE – ROLL CALL
- B. Closed Session according to Wisconsin State Statutes 19.85 (1) (c) considering employment for the City Treasurer vacant position, which the City Council is the government body and has jurisdiction or exercises responsibility for the position, and in order to conduct discussion of the three candidates: (1) Molly Powell, (2) Amy Jo Schueler, and (3) Jessica Brown.
- C. Action on Closed Session or accept the Committee of the Whole recommendation to have the City Administrator make a conditional job offer to the preferred City Treasurer candidate pending their successful completion of pre-employment medical exams and background investigation as necessary.
- D. Anyone Desiring to Appear Before the City Council

### REPORTS

#### **Mayor**

#### **City Administrator**

- 1. City Administrator Monthly Report

#### **City Clerk**

- 2. City Clerk Monthly Report

#### **Fire Department and Tomah Area Ambulance Service**

- 3. Fire and Ambulance Monthly Report
- 4. Fire and Ambulance Annual Reporting

#### **Public Works**

- 5. Public Works & Utilities Director Monthly Report

## Common Council – March 16, 2021

### Library

#### Tomah Public Housing & Community Development Block Grant

6. Tomah Public Housing & Community Development Block Grant Monthly Report

#### Senior & Disabled Services

7. Senior & Disabled Services Monthly Report
8. Approval of Revised Job Description for Senior & Disabled Services Aide

#### Planning & Building Inspection

9. February Permit Report

#### Chamber/Convention & Visitors Bureau

**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).*

- A. Accept the Treasurer's Monthly Cash & Investment Reports for January 2021
- B. Approval of Minutes from February 9, 2021 Council Meeting
- C. Approval of Minutes from February 23, 2021 Special Council Meeting
- D. Special Beer & Wine Permit Application for Monroe County Support Services for Budweiser Dairyland Super Nat'l Truck & Tractor Pull on June 24 – 26, 2021
- E. Special Beer & Wine Permit Application for Monroe County Support Services for Monroe County Fair on June 21 – 25, 2021
- F. Special Beer Permit Applications for Tomah Lions Club for Downtown Thursday Night concert events in July and August of 2021

### **COMMITTEES:**

#### Committee of the Whole

7. Secondhand Article & Jewelry Dealer Licenses Application for Area 51
8. Application for "Class A" Liquor License for Casey's General Store #1933, Anthony Hawks-Agent, for the period 3/15/2021 through 6/30/2021
9. Budget Amendment for Park Space Fees
10. Conditional Use Permit Application for Veterans Assistance Foundation Inc. and Rice Development, LLC
11. Enterprise Fleet Leasing Option for City Vehicles
12. Public Safety Building Community Development Block Grant Application
13. Transportation Utility Study Proposal
14. Hotel Comprehensive Study for Economic Development Purposes
15. Proposal to Merge Caselle Software Programs
16. Resolution Approving the City of Tomah Comprehensive Outdoor Recreation Plan
17. Resolution Approving Boys and Girls Club WEDC CDI Grant Application
18. Resolution Authorizing Payment of Monthly Bills
19. Review & action on 2/9/2021 City of Tomah CDBG Program Property for Sale/Notice of Bid for 217 Sumner Av, Tomah WI

## Common Council – March 16, 2021

### ADJOURN

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



819 N Superior Ave  
Tomah, WI 54660  
608.374.7400

"The Gateway to Cranberry Country"  
City Clerk Becki Weyer  
City Treasurer Julia Mann

**Mayor Mike Murray**  
City Administrator  
Bradley J. Hanson

March 9, 2021

## STAFF COMMITTEE PREPARATION REPORT

### Agenda Item:

City Treasurer Appointment

### Summary and Background Information:

As of March 3, 2021, the City received a total of 14 applicants for the City Treasurer position. We are competing with a number of other communities from dual role smaller communities, to positions considered as Finance Director in larger communities. A panel of five interviewers held interviews with the five top candidates on Tuesday, March 9, 2021. From the five candidates, we selected the top three for Council consideration during the final interview at the Committee of the Whole.

### Fiscal Note:

Negligible fiscal impact as this is filling a vacant existing full-time position for the City Treasurer.

### Recommendation:

City Administrator recommends to offer the job, conditionally upon the candidate's successful completion of their background and any required pre-employment medical and testing, to the recommended candidate by the Committee of the Whole.

### Decision Urgency:

There is no urgency with this decision, and this decision could be delayed until the April Council meeting. However, a delay could jeopardize the top candidate finding an alternative employer, and a delay could result in decrease morale of current employees and increased workload for a longer time period than is necessary.

Department Director

  
City Administrator

Date

  
Date



819 N Superior Ave  
Tomah, WI 54660  
608.374.7400

*"The Gateway to Cranberry Country"*

**Mayor Mike Murray**  
City Administrator  
Bradley J. Hanson

March 10, 2021

Mayor & Alderpersons,

As we March through the winter and into the spring of 2021 we are already accomplishing an amazing amount of tasks. Some of the marching has been training and understanding of what is expected of staff by me as well as what they desire in a cooperative leadership structure. As we all begin to understand one another, we enhance our abilities through training by skilled employees as well as outside agencies when needed.

Training. During the first couple of months of work together, it has been brought to our attention in one manner or another with some areas of increase training needs. Training is an important part of the tools to provide all employees to ensure they can perform their roles appropriately and efficiently. Therefore, we have recently held or scheduled the following training sessions for all, or selected staff if necessary, in a selective or broad manner:

- Council and Committee Minutes drafting training completed
- CivicPlus/Caselle MiPay usage and programming completed
- Govapalooza web conference on public management/leadership attended
- CivicPlus/Caselle training for the new City Treasurer once filled with accounting needs and requirements for the software program
- Suggesting Clerk and Treasurer Institute (CTI) for the City Clerk and City Treasurer (if the selected candidate has not been through that training as of yet) – although we already have one employee participating in the CTI program, it is most likely the new City Treasurer should attend as well
- Customer Service training discussion for possible future session for all employees

Thinking Outside the Box in Numerous Capacities. It is refreshing how we have all embraced getting outside of our paradigms in possible ways to increase revenue, decrease expenses/increase efficiencies, or increase the public perception of the City as a whole. Some of the items under review are slight changes, where some are significant. We will be working on report, which we hope to have completed by May or June of this year that will discuss issues and recommend suggestions for future consideration by Council.

Economic Development. We continue to be amazed on the recovery steps individual investors are making to improve the economy, and obviously, their individual business plans. We have been holding multiple meetings and phone conversations with multiple developers as they pursue their projects. Exciting times are ahead for the City, and we will be glad to share them with you once they come to fruition.

Ambulance Union. We (Fire Chief Tim Adler, City Attorney Penny Precour, and I) have met with the Ambulance Union and believe we should have a sound agreement for 2021. Unfortunately, due to scheduling conflicts, we are unable to meet again until Monday, March 22, 2021. We will strive to enable an agreement for future adjustment in the possible chance that the City moves into a full-time Fire Department at an undetermined future date, if ever. This would provide the opportunity to the City for cross-training Paramedics as Fire Fighter 1 and any future full-time Fire Fighters would be required to be certified as an Emergency Medical Technician (EMT) at the minimum. We believe this is a good step since we are planning on a joint station for both Ambulance and the Fire Department, along with a couple of other exciting developments over the last couple of weeks. We will be happy to share these discoveries when we are a little closer to these opportunities occurring, and are near a potential agreement with providing additional services to within and outside the current service boundaries.

Page 1 of 3

**Alderpersons:** District 1 Adam Gigous – District 2 Richard Yarrington – District 3 Jeff Cramm – District 4 Shawn Zabinski – District 5 Travis Scholze – District 6 Lamont Kiefer – District 7 Donna Evans – District 8 Dean Peterson

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City Treasurer. The last training item is related to the City Treasurer open position with Ms. Mann's departure for her new position. It appears that we began the recruitment process at the correct moment as there are only a couple of current openings besides Tomah's for just a City Treasurer (or Finance Director). To keep you posted on this search as of Friday, February 26, 2021 there were a total of 13 applicants. This position is open until filled, however, we also published the first review of applicants would begin after February 26, 2021.

The applicant pool from those applications received by the morning of Monday, March 1, 2021 had one more applicant from over the weekend. We have completed an initial review on all of the applicants' skill sets from their submitted resumes and completed a screening interview to see if they would be a good fit within the City's work environment. Five candidates arose to the top of the list of candidates to become finalists and they were interviewed on Tuesday, March 9, 2021 by a panel of five. The panelists consisted of the Mayor, City Clerk Becki Weyer, community business leader Todd Scholz with Tomah Area Credit Union, Ehler's David Ferris, and myself. All of the panelists provided their ranking of the top three candidates, and from those recommendations, we arrived at the three for Council consideration and final interviews on Monday, March 15, 2021 during the Committee of the Whole. **We will begin Monday night's meeting at 5:00 p.m. due to the Closed Session to interview the top three candidates.**

Enterprise Fleet Leasing Program. Prior to my arrival Enterprise approached the City regarding small vehicle leasing program intended to save the City tax dollars and provide more cost-effective vehicles in fuel consumption and maintenance. We look forward to their presentations and to your questions. In summary, this program would replace the outright purchase of new vehicles, retaining them for approximately 12 years down to four years average age. Staff has met with Enterprise representatives individually and as a group to discuss this opportunity and potential revenue savings.

Emergency Services Building. The agreement to acquire the property discussed previously should be accepted by the end of the week. We are in the process to acquire the studies necessary to ensure the site is capable of fulfilling the City's needs. During the acquisition process, we have learned that the City is eligible for a Community Development Block Grant (CDBG) through the United States Department of Housing and Urban Development (HUD). Currently CBS Squared (CBS2) has a working relationship with the City's Park and Recreation Department, and has a good history of being awarded these grant opportunities.

Transportation Utility Study. After last month's regular meeting Ehler's submitted another proposal to complete this type of study. We have also discussed the City's Capital Improvement Plan (CIP), and part of that discussion included the opportunity of revenue sources and depending how the City progresses forward with this and other revenue generating or saving ideas, those decisions can impact the CIP in a positive or negative manner. Looking forward we will be approaching, and possibly surpassing the self-imposed debt cap in future years, unless we make some fiscally smart decisions and directions. Yes, this includes the Transportation Utility possibility, but other options are out there. This means, that if Council decides not to proceed with this change, we have a number of other ideas waiting to be discussed with you all. The CIP will be on next month's agenda.

Comprehensive Hotel Study. If you recall from last meeting we had two hotels interested in looking at the City for a potential development in the two TIDs of 8 and 10. As of the day after that meeting, the City now has third different hotel developer interested in Tomah for their new location. As mentioned at the January and February meetings, you have three proposals to complete a Comprehensive Hotel Study (CHS). One hotel is interested in TID 10 (by the new hospital), the second is interested in either TID 8 (Downtown) or 10, and the last is interested in locating with the other hotels on the north side of the City. Due to this interest we have received three proposals for the CHS. They are from Hospitality Marketers International, Inc. (HMI), Core Distinction Group (CDG), and Patek Hospitality Consultants, Inc. (PHC). All three firms are located within the State of Wisconsin. HMI is the same firm that completed a "Field Research Overview Report" for the City in 2016. After a review of

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the proposals, it is staff's professional opinion that they are complete and meet the needs of the City for this award for these possible future hotel developments. Staff recommends to retain Core Distinction Group based on their study costs, one-item charge, experience in consulting with hotel comprehensive studies, and recent experience working within the hotel industry for hotel chains.

Reorganization and Efficiencies. The first request to correct the perceived "Wall" will be addressed next week. In discussions with multiple different communities and consultants, the resounding answer when discussing the City having two different, distinct, and separate software accounting programs comes back with an immediate question of "What" or "Why?" Usually, with a surprised inflection in their voice. This is probably the easiest step to take in bringing down the "Wall" and creating the impression of a unified City Hall. This is the reasoning behind the agenda item for Caselle to complete the merging of the two Caselle programs and their respective data into one on the agenda.

Resolutions. The Boys & Girls Club has acquired the building located at 917 Superior Ave and needs to remodel it to fit their needs. They have requested the City's assistance with a Wisconsin Economic Development Corporation's (WEDC) Community Development Investment (CDI) Grant application. In order to receive the grant, the application has to be community supported and requested.

Sincerely,

Bradley J. Hanson  
City Administrator

## CITY CLERK – MONTHLY REPORT

### 1. Election Update:

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The Spring election will be held on April 6, 2021 at the Fire Station behind City Hall and has the following on the ballot: State Superintendent of Public Instruction, School District School Board Member (3), District 1 Alderperson, District 3 Alderperson, District 5 Alderperson, and District 7 Alderperson. The optical scan ballots are in the office and absentee ballots were mailed on 03/12/2021 for absentee applications on file. We received notification from the Wisconsin Elections commission that Special Voting Deputies will be allowed in certain long term care facilities, so the Clerk's office is scheduling visits to those that will allow it. Mail-in and online registration will end on March 17 and will require electors to register in the Clerk's office.

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2. Board of Review will need to be scheduled for early June. If you are on that committee, please let me know your availability as soon as possible so we can confirm a date with a quorum before we publish the date. The assessor's office has announced that there will be a 2021 Market Re-evaluation and Valuation process for the purpose of updating all assessed values to reflect current market conditions. There is an announcement posted on the City website with the full details of the market re-evaluation.

3. April 20<sup>th</sup> will be the tentative date for the re-organizational Council meeting. This meeting is typically quite short, but needed to set the committees for the coming year and a quorum is necessary.

Becki Weyer, City Clerk

March 11, 2021

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# CITY OF TOMAH PUBLIC SAFETY

MONTHLY REPORT March 2021



**Public Safety Director / Fire Chief Tim Adler**

# TOMAH FIRE DEPARTMENT MONTHLY STATISTICS

MONTH/ YEAR: February 2021

## FIRE CALLS:

1. STRUCTURE: 0

2. VEHICLE FIRES: 0

3. GRASS: 0

4. FALSE ALARMS: 2

- Fire responded to 813 Oak Ave. the Miller School for the report of a fire alarm activation. The alarm activated for no apparent reason. The school district has been having troubles with their phone provider.
- Fire responded to 600 Straw St. the LaGrange School for the report of a fire alarm activation. The alarm activated for no apparent reason. The school district has been having trouble with their phone provider.

5. INJURIES: 0

6. GOOD INTENT CALLS: 1

- Fire Chief responded to 2105 Hollister Ave. for the report of something smelling hot inside of the residence. I found an air cleaning system with a motor that had burnt causing the odor.

7. HAZMAT: 0

8. OTHER: 3

- Fire responded to a fire alarm activation at 1730 Rezin Rd. the Usemco Company for the report of a water flow alarm. A sprinkler line had frozen and caused the alarm to trigger, no fire to report.
- Fire responded to 321 Murdock St. Apartment # 10 for the report of a fire alarm activation. Upon arriving at the scene there was no fire. The occupant had burnt some food causing a detector to activate. The alarm system was restored.
- Fire Chief Adler responded to 1003 E. Clifton St Don's Plumbing for the report of smoke in the area. Upon arriving at the scene they were burning pallets in a controlled area. They were advised no to do this again per city ordinance.

## 9. MOTOR VEHICLE ACCIDENT/RESCUE: 15

- Fire and Rescue responded to 222 W. McCoy Blvd. for the report of a person inside of a skid steer that overturned with a person inside. Assistance was provided at the scene.
- Rescue responded to 205 Cleveland St. for a lift assist requested by the Tomah Area Ambulance Service.
- Rescue responded to Hwy 173 // Hwy 21 for the report of a car vs semi accident. Rescue was cancelled while in route to the scene.
- Rescue responded to I-94 MM 141 WB for the report of a two semi accident. Rescue was provided assistance at the scene.
- Fire responded to the area of N. Superior Ave. // Julie St. for the report of a two vehicle accident Assistance was provided at the scene.
- Rescue responded to 525 Industrial Ave. for a lift assist for a code in progress. This request was by the Tomah Area Ambulance Service. Assistance was provided at the scene.
- Fire and Rescue responded to Sime Ave. // E. Monowau St. for the report of a one vehicle accident. Fire and Rescue were cancelled while in route to the scene.
- Rescue responded to I-90 MM 44 EB for a report of a one vehicle roll over. Rescue was cancelled while in route to the scene by law enforcement.
- Rescue responded to I-90 MM 44 WB for the report of a car vs semi accident. Rescue was cancelled while in route to the scene by law enforcement.
- Rescue responded to I-90 MM 40 WB for a one vehicle roll over with an ejection. Rescue assisted at the scene with this fatal incident.
- Fire and Rescue responded to a semi vs car accident. Fire chief Adler responded to the scene, Chief Adler advised dispatch that this was Oakdale Fire Dept. jurisdiction Tomah Rescue responded and performed extrication at the scene.
- Rescue responded to I-90 MM 49 WB for the report of a vehicle off the roadway. Rescue was cancelled while in route to the scene by the Tomah Area Ambulance Service.
- Rescue responded to Hwy 21 // Ensign Rd. for the report of a two vehicle accident. Rescue provided assistance at the scene.
- Rescue responded to 2596 Atlantic Rd. for a lift assist requested by the Tomah Area Ambulance Service.
- Rescue responded to the area of Hwy 21 // Flagpole Rd. for a one vehicle accident. Rescue was cancelled while in route to the scene by law enforcement.

FIRE INSPECTION HOURS: 4

FIRE SAFETY EDUCATION HOURS: 0

CALLS FOR SERVICE: 2

- Fire Chief Adler responded to 810 Superior Ave. the Gen 3 building Murrays on Main for a carbon monoxide alarm activation. The area was checked and nothing was found.
- Fire responded to 320 E. Juneau St. for the report of a carbon monoxide alarm activation. The home was checked over and nothing was found.

The Tomah Fire Department has 33 members on the roster. I have three fire fighters that I will be onboarding in the next couple of weeks. I worked on the hiring process for the new Deputy Fire Chief position narrowing down the pool to five applicants for the interview process which will be held on March 2<sup>nd</sup>. The training we did for the month was a night of hazardous awareness in the city, we also had a night of class room reviewing incident documentation along with other misc. practical skill sessions. I attended multiple meetings as I do each month and worked on monthly and annual reports. I continue to work with Keller Inc. and the City Administrator on the purchase of land for the new Public Safety Building. We responded to 23 calls for service in February.

Yours in Safety

Public Safety Director / Fire Chief

Tim Adler

Tomah Fire Department Staff

**Fire Chief**

\*Tim Adler (32 Years)

**Assistant Fire Chiefs**

Dale Trowbridge (30 Years)  
\*Joe Kube (27 Years)  
Joe Amberg (30 Years)

**Safety Officer**

Dave Baggot (22 Years)

**Training Officer**

\*Bob Walker (20 Years)

**Fire Fighters**

Captains·

Chuck Muller (19 Years)  
\*Rob Larkin (23 Years)

Tim Larkin (46 Years)  
Jody Pierce (27 Years)  
Roy Gigous (27 Years)  
Jerry Steele (19 Years)  
\*Brad Retzlaff (19 Years)  
Scott Woodworth (19 Years)  
\*Steve Walheim (19 Years)  
Cory Lenz (16 Years)  
Ron Schneider (15 Years)  
\*Dave Meyer (15 Years)  
Tim Cram (15 Years)  
\*Jared Tessman (10 Years)  
\* Chris Semann (10 Years)  
\*Tim Ehlers (10 Years)  
\* Rob Moake (6 Years)  
\* Chad Gunder (6 Years)  
\* Steve Miller (3 Years)  
\*Megan Mickelson (3 Years)  
\* Phil Gigous (3 Years)  
Joe Lenz (3 Years)  
\* Bret Noltner (3 Years)  
Chris Neal (New)  
Brandon Mauricio (New)

**Rescue Technicians**

Kerwin Greeno (24 Years)  
Pat Doyle (24 Years)

\* = Rescue techs.

### Public Safety Director / Fire Chief Activities

The following is a list of tasks, assignments and responsibilities carried out by the Chief Adler in the month of February 2021

I attended bi-weekly meetings with other city of Tomah department heads

I attended monthly Committee of the Whole and City Council Meetings

I attended a Special City Council meeting

I attended a meeting with city department heads on a vehicle lease program.

I assisted the Tomah Area School District by observing fire and evacuation drills and performing fire inspections of their buildings.

I attended the Monroe County LEPC meeting, I am the chairperson of this committee

I attended the Monroe County 911 Advisory board meeting.

I spent time dealing with a personnel problem at the Tomah Area Ambulance Service.

I attended our monthly fire drill training nights

I attended our monthly fire officers meeting

I attended our monthly fire inspectors meeting

I was on teleconference calls with the VA continuing to troubleshoot their issues with being behind in payments

I continue to merge IT data between the two departments.

I performed multiple fire/safety inspections on buildings in the city

I provided Public relations multiple times throughout the month

I responded to 12 fire and rescue calls

I was on multiple virtual meetings with the State dealing with the distribution of the Covid 19 Vaccine.

I worked on monthly reports.

I worked on my Annual report.

I attended a union negotiation meeting

I work on payroll x 2

I worked with Tomah Health on radio testing with their new repeater.

I participated in a Lynx TV interview

I attended multiple meetings with the City Administrator.

I had several conversations and meetings with Keller as it relates to our Public Safety Building project

I continue to help the committee with setting up our 150<sup>th</sup> Fire Dept. celebration next August 28<sup>th</sup>, 2021

I continue to work with the Deputy EMS Chief on updating accounts as to the Tomah Area Ambulance Service.

I worked on the hiring process for the Deputy Fire Chief position getting ready for interviews which will be on March 2<sup>nd</sup>.

I updated the Department Knox box list

I work with the City Clerk and we both registered with the State of Wisconsin Department of Professional Services for the 2% dues program.

# **Tomah Area Ambulance Service Number of Calls by Municipality Monthly Report**

## **February 2021**

**NO DATA FROM MONROE COUNTY DISPATCH ISSUES WITH REPORT**





**City of Tomah Committee of the Whole Meeting – March 15th, 2021**

Public Safety director's Report For: **February 2021**

1. **STAFFING:** We are currently staffed for two Ambulances with full-time employees. With Deputy Chief Robarge in the office during the week that gets us to 2.5 trucks, with one part-time person that gets us to 3 trucks. We will soon start the hiring process for the fifth person to each shift this adjustment it will help get more of the lost transfers taken care of. We had two part time employees leave and we hired two part time employees. We have five employees that are in Field Training they are all EMTs.
2. **V.A. BILLING ISSUES:** We continue to have regular phone conference calls with the V.A. to address the billing issues. We now have the ability to file electronically with the VA and we are seeing payments come in much quicker.
3. **BUILDING UPDATE:** I continue to be in contact with Keller, I having been working close with the City Administrator on this project. We continue to work towards the purchase of land to place the new Public Safety Building on.
4. **VEHICLES:** We are again chasing down several misc. issues with our fleet, unit 269 has a cracked exhaust manifold that was reached and is not under warranty. This repair will be done in the middle of March.
5. **OTHER:** Deputy Chief Robarge and I continue to update information and research anything we can do to make the service better and more profitable to keep the business going in the right direction. We received a \$200.00 donation from the Oakdale Electric Cooperative Operation Round-up Program.

Yours in Safety  
Public Safety Director / Fire Chief  
Tim Adler

## February Statistics

### Calls for Service (Reports Written) – 212

#### Transfers – 87 Requested. Accepted 66, Declined 21.

- Estimated Lost Revenue – 21 x \$1,500 = \$31,500
- Reasons for Turn Down
  - On Transfers or 911s / Would Not Wait – 9
  - Staffing – 5
  - Critical Care – 4
  - Medical Necessity – 2
  - Weather – 1 (Black River Falls to Gundersen La Crosse)

#### Mutual Aid

- Assisted – 2
  - Camp Douglas – 1
    - Cardiac Arrest / Return of Spontaneous Circulation / Flight
  - Sparta Ambulance – 1
    - Premature Birth at Home / Arrived at TH Before Intercept - 1
- Requested – 2.
  - Fort McCoy – 2
    - Change of Quarter - 2

#### Legal Blood Draws – 4

## February Statistical Report 2021

<b>Calls For Service</b>		<b>Cancelled/No Transport</b>		<b>Facility Transfers</b>		<b>Denied Transfers</b>		<b>Estimated Lost Revenue/Tnsfrs</b>			
212		51		62		21		\$31,500.00			
1 Year Ago: 195		1 Year Ago: 41		1 Year Ago: 60		1 Year Ago: 16		Yr to Date \$48,000.00			
<b>Total Miles Driven</b>		<b>Mutual Aid Requests</b>		<b>Incoming Payments</b>		<b>Billed To Patients</b>		<b>Total Bad Debt Collected In 2021</b>			
3371.2		draw		\$312,679.51		\$288,482.10		\$15,831.18			
1 Year Ago: 3044		1 Year Ago: 3		Yr to Date \$527,604		Yr to Date \$763,807					
<b>Billed Medicare</b>			<b>Collected Medicare</b>			<b>Uncollectable-Medicare (30% Retrivable)</b>					
\$117,711.60/JUST NGS			\$36,725.04/JUST NGS			\$109,615.23/JUST NGS					
Yr to Date \$252,495			Yr to Date \$67,356			Yr to Date \$182,827.64					
<b>Billed Medicaid</b>			<b>Collected Medicaid</b>			<b>Medicaid Write-Off</b>					
\$52,691.90/JUST EDS			\$8,963.20/JUST EDS			\$37,773.87/JUST EDS					
Yr to Date \$115,339			Yr to Date \$18,288			Yr to Date \$80,871					
<b>Billed Insurance</b>			<b>Collected Insurance</b>		<b>Write-Off Per Insurance</b>		<b>Collections</b>		<b>Collected Patient</b>		
\$25,662.20/also other ngs&eds			\$28,343.23		\$7,626.86		\$32,822.49		\$146,069.33		
YTD \$220,656			YTD \$53,270		YTD \$15,507		YTD \$35,880		YTD \$172,836		
<b>Billed V.A.</b>			<b>Collected V.A.</b>								
\$92,416.40			\$92,578.71								
Yr to Date \$175,318			Yr to Date \$215,854								

NOTES:

### CURRENT ROSTER EMPLOYEE ROSTER

Number/ Job Status	Licensure	Name	Status	Number/ Job Status	Licensure	Name	Status
1	FT Director	Tim Adler		23	PT AEMT	Chris Prindiville	
2	FT Bookkeeping	Christi Anderson		24	PT AEMT	Stacey Zellmer	
3	FT Paramedic/C	Dep Chief Adam Robarge		25	PT AEMT	Cody Layer	
4	FT Paramedic/C	C.L. Brandon Sibert		26	PT AEMT	Nathan Bronstad	
5	FT Paramedic/C	Jeremy Schaller		27	PT AEMT		
6	FT Paramedic	C.L. Chris Brigson		28	PT EMT	Sandy Fick	
7	FT Paramedic/C	C.L. Jeremy Becker		29	PT EMT	Pete Huneck	
8	FT Paramedic/C	Lisa Hart		30	PT EMT	Rachel Robarge	
9	FT Paramedic	Morgan Scharlau		31	PT EMT	Tom Bailey	
10	FT Paramedic	Matthew Eveland		32	PT EMT	Rob Harter	
11	FT Paramedic/C	Andrea Coles		33	PT EMT	Kody Smith	
12	FT Paramedic	Mitch Larkin		34	PT EMT	Phillip Gigous	
13	FT Paramedic	Andrew Rinehart		35	PT EMT	Dawson Dean	Medic Class
14	FT EMT	Michael Forlines	Medic Class	36	PT EMT	Rostislav Yerokhin	
15	FT AEMT	Stacy Frost		37	PT EMT	Kelsey McGarry	
16	PT Paramedic			38	PT EMT	Brandon Mauricio	
17	PT Paramedic/C	Aaron Reineking		39	PT EMT		
18	PT Paramedic	Larua Scharlau		40	PT EMT	Steve Sis	Field Trnng
19	PT Paramedic	Isabell Miles		41	PT EMT	Cory Courneya	Field Trnng
20	PT Paramedic			42	PT EMT	Katie Karper	Field Trnng
21	PT Paramedic			43	PT EMT		
22	PT Paramedic			44	PT EMT	Tanner Sutton	LOA

## Deputy EMS Chief Activities

The following is a list of tasks, assignments and responsibilities carried out by the Chief Robarge in the month of February 2021

### 02/01/21

- Meeting with Chris and Morgan reference MSTC student.
- Received signature page for Operational Plan from Dr. Small. Sent signature page to Debra Slaby from Western for signature.
- Sent signature page 2 for Operational Plan to Suzanne at Tomah Health for Medical Control Hospital Signature and Receiving Hospital Certification.
- **Received Guideline Use/Medical Director Approval for Vaccine Protocol.**
- Monthly Statistics
- Emailed Elizabeth Rybczyk to follow up on DHS FAP email after receiving no response over the weekend.
- DEA – Power of Attorney paperwork sent to Dr. Small for signature.
- HERC Region 4 Vaccine and Testing conference call.
- **Responded to General Page for Med 3 – No partner & Med 5 was busy on a call. Med 2 cleared and responded to the call.**

### 02/02/21

- Received signature page 2 for Operations Plan from Suzanne at Tomah Health.
- Elizabeth Rybczyk sent a follow up email to DHS reference the FAP email received on the 28<sup>th</sup> (27<sup>th</sup>).
- Sent out COVID vaccine reminder.
- Received email back from Elizabeth Rybczyk referent FAP email received on the 28<sup>th</sup>. DHS advised the Tax ID Number on the 2021 application was different than what they had on file. Confirmed there was a difference in what was provided in 2021 vs 2019 & 2020. Got a copy of City of Tomah's W-9 and sent the corrected information to DHS via email.
- Purchased GFI for 266

### 02/03/21

- **Responded to General Page for Med 2 – Negative Transport.**
- Training Committee Meeting
- **Responded to 911 call as Med 3 while two transfers out of town.**
- Purchased correct GFI for 266. Replaced by Brad from TFD.
- HERC Region 4 EMS Meeting
- Spoke with Keith Melvin about MSTC Student – Not Welcome Back

- Meeting with Cory Courneya related to training status and need to improve before the end of the month. Counselling about talking negatively about co-workers, counselling documented.

#### 02/04/21

- Forwarded Emails from Brigson and M. Scharlau to Keith reference MSTC student.
- Monroe County LEPC Meeting
- 911-Advisory Committee Meeting
- Drafted Indemnity Against Liability & HIPAA Acknowledgement Form
- WWHERC Regional Meeting
- 266 put back in service.
- Drafted New ABN based on new CMS-R-131 and new rate change. Sent to Christi for approval.
- COVID Vaccine
- **Standby coverage in city while Med 1 on a transfer and Med 2 took calls. Continued coverage after Med 2 got stuck and Med 1 had to go rescue them.**

#### 02/05/21

- Drafted First Responder Agreement
- Personnel Complaint

#### 02/06/21

- **Responded to General Page for Med 3, second ambulance to a two semi motor vehicle accident. – Negative Transport x 2.**

#### 02/07/21

- Meeting with Steven Sis related to training status and need to improve before the end of the month.

#### 02/08/21

- **Community Relations – 277 pounds of pop-tabs turned over to Jaymo for his Ronald McDonald House collection. Facebook Post.**
- HERC Region 4 Vaccine and Testing conference call.
- **Final Operational Plan sent to Elizabeth Rybczyk**
- **EMS Demographics sent to Elizabeth Rybczyk**
- **Vaccine Protocol and Med Director Approval sent to Elizabeth Rybczyk**
- Emailed Intercept Agreement to Ontario Ambulance.
- Emailed First Responder Agreement to Penny for review and opinion.

#### 02/09/21

- Personnel Complaint Interviews / Documentation
- Gundersen Priority One Monthly Meeting
- 266 had breaker/GFI trip. Reset with no problems. Noticed new power strip was turned off. Told by Becker refrigerator was on (light came on) but was not cooling.
- Email to Everest about 269 Howler and 267 skirt lighting, moisture in turn signal.
- **16-Hours Shift Coverage overnight (1800 – 0800) due to low staffing – 2 911 calls**

**02/10/21**

- Personnel Complaint Disposition
- Inventory/Expired Supplies/Order
- VA Ambulance Partnership Meeting

**02/11 – 02/16 – Vacation**

- **02/12/21**
  - Returned call from Detective Tester reference death investigation from January 29, 2021. Requested Christi email report to Detective Tester.
  - Followed up on email/phone call with Chief Stoker (BRF EMS) related to ice fishing stand-by on February 27<sup>th</sup>. Emailed contract to and received contract from William Franklin. Sent out email looking for coverage.
  - Read HERC Region 4 Preparedness Plan
  - Follow up on payroll issue with Isabelle Miles.
- **02/16/21**
  - a) **Responded to an interfacility transfer request for Med 3 transporting from Tomah Health to Tomah VA Medical Center.**

**02/17/21**

- Follow up on emails from vacation, schedules.
- Wisconsin Scope of Practice Updates Training
- **Signed HERC Region 4 Preparedness Plan for Tomah Area Ambulance Service and sent signature page to HERC Region 4 Coordinator via email.**
- Follow-up email sent to Penny reference First Responder Agreement
- Follow-up email sent to Suzanne about laundry agreement with Tomah Health.
- Follow-up email sent to Sonia Miran Moore from DHS following up on FAP email and W-9 issue.
- Picked up PPE from Emergency Management
- Emailed Intercept Agreement to Wilton Ambulance Service
- Emailed Intercept Agreement to Black River Fall EMS

**02/18/21**

- **Received signed Intercept Agreement from Black River Falls EMS**
- Meeting with Tomah Health about laundry services
- Updated First Responder (Emergency Medical Responder) Agreement per Penny's comments and sent back to Penny for review.
- Worked on Annual Report

**02/19/21**

- **Received approved copy of Emergency Medical Responder Agreement from Penny. Forwarded to Tim to take to council.**
- Worked on Annual Report.
- Mailed letter back to Kwik Trip to confirm receipt of donation received in 2019.

- Checked with Rudig-Jensen to see if 266 still under warranty for the cracked exhaust manifold. They will call back on Monday.
- Received an email from Suzanne (through Chris Brigson) reference the time it takes for crews to arrive at Tomah Health for a transfer. Email refers to two transfers Brandon was the Crew Leader for. Will investigate and report back to Suzanne. Email sent to full staff advising of the need to respond to transfers in a timely manner. Also talked about getting out the door for 911 calls as well in a timely manner.

### 02/22/21

- Payroll
- Tomah Health OB Complaint sent to Carrie Lord.
- Ordered AHA Instructor/Student Manuals and DVDs
- Billing Complaint
- HERC Region 4 Vaccine and Testing conference call.
- Completed Ambulance part of Annual Report
- Mailed thank you card to Oakdale Electric Coop Operation Round-Up for \$200.00 Donation.
- Follow-up email sent to Elizabeth Rybczyk reference two emails sent to DHS following up on FAP email and W-9 issue. No response from DHS.
- Follow-up with Rudig-Jensen on 266 cracked exhaust manifold. Quick estimate \$1342.33 for right side, left side is cheaper.

### 02/23/21

- Follow-up with Tomah Health (Ariel Bohm) reference questionnaire for HUCs to have before they call for a transfer. Advised to use the PCS and fill out Section 3 with the information before they call, and they will have all the information. The PCS needs to be filled out anyway and will have the information for the transporting crew as well.
- Spoke with Suzanne reference email concerns related to time it takes for crews to arrive at Tomah Health for transfers. Advised an email was sent to everyone advising of the need to get to the hospital in a timely manner and the Crew Leaders were advised of the complaint and to keep an eye on this. Advised Brandon is on vacation but when he returns, I will speak directly with him about the complaint.
- Drafted Blood Product Administration Protocol. Sent to Becker and Rachel for review.
- Drafted Cardiac Arrest Protocol to meet new requirements of Scope of Practice change (capnometry requirement for EMR/EMT/AEMT).
- Confirmed CPAP requirement of Scope of Practice is in place for AEMT.
- **Took a hospice transfer while another transfer was out so other crew was available for 911 calls.**
- **Responded to as Med 3 along with Crew Leader to a 911 call.**
- **Standby coverage in city while two transfers are out.**

### 02/24/21

- **Covered Med 3 while Schaller taught a Community CPR Course.**

- **Completed DHS Survey for service directors to fulfill the requirements outlined in Wis. Admin. Code § DHS 110.35(2)(a) through (c), that service providers shall submit to the department any updates to:**
  - a) **Signed patient care protocols approved by the service medical director.**
  - b) **A formulary list of medications the emergency medical service provider will use.**
  - c) **A list of the advanced skills and procedures the applicant intends to use to provide services within the Wisconsin scope of practice of the level of care for which licensure is sought.**
- **Received a response from DHS related to FAP Funding. Tomah Ambulance's information is up to date. FAP-Funding should be issued by the end of the week.**
- Personnel Complaint Documentation
- Drafted Allergic Reaction Anaphylaxis Protocol to meet new requirements of Scope of Practice change
- Drafted Pain Management – Adult Protocol to meet new requirements of Scope of Practice change after consultation with Dr. Small.
- Drafted Pain Management – Pediatric Protocol to meet new requirements of Scope of Practice change after consultation with Dr. Small.
- Confirmed tourniquet requirement of Scope of Practice is in place for EMR on up.
- Confirmed IM and IN auto injector requirement of Scope of Practice is in place for EMR on up.
- Meeting with James Newlun at Tomah Health reference HERC VTAC32 Repeater and hospital EOC

### 02//25/21

- **Responded as Med 5 to a 911 call.**
- Sent in Payment Authorization to Mid-State for Eveland's Critical Care course.
- Emailed Intercept Agreement to Camp Douglas Ambulance.
- Emailed Intercept Agreement to Sparta Ambulance.
- Drafted Mutual Aid Agreement and sent to Penny for review/comment.
- Meeting with Brigson and M. Scharlau about training program and airway bag

### 02/26/21

- **Shift Coverage overnight (0200 – 0800) due to low staffing. Legal Blood Draw.**
- **Responded as Med 5 to a 911 call.**
- **Covered Med 2 while Med 1 out on a 911 call and Med 2 medic needed to decon.**
- **Provided EMS Coverage for Monroe County Health Department COVID vaccine clinic from 1200 – 1600.**
- Emailed Steven Sis about training status. Advised to sign up for shifts through the end of March/beginning of April.
- Signed up for ICS-300 and ICS-400. Virtual Classes. No cost.
- Contacted Larking to get 266 in for service.



## TAAS February 2021 INVOICES

ACCT #	DATE	DESCRIPTION & INVOICE #	CREDIT CARD YES	AMOUNT
2900	1/28/2021	On-Target - #5896		\$40.00
2230	2/1/2021	Lynxx Networks		\$491.20
3400	2/2/2021	Ace Hardware Inv. # 595367		\$37.98
3400	1/27/2021	Bound Tree Inv # 83931705		\$547.31
3400	1/28/2021	EPM Inv. 2231617		\$515.37
3400	1/27/2021	EPM Inv. 2231200		\$39.60
2220	2/5/2021	City W&S		\$134.94
3500	1/31/2021	Larkins Inv. # 77088, 77104, 77094, 77106		\$316.01
3400	2/4/2021	Amazon PO # 20210204	X	\$179.99
3400	1/27/2021	Quill Inv. # 14148767		\$37.99
3400	1/27/2021	Quill Inv. # 14169642		\$88.97
3400	1/27/2021	Quill Inv. # 14168438		\$6.88
2210	2/1/2021	Alliant Energy		\$349.60
3400	2/5/2021	Amazon oder 113-3461623-2409011	X	\$21.99
3400	1/31/2021	Kwik Trip (fuel)		\$2,682.17
2900	1/27/2021	Guthrie Security - #5145254		\$36.00
2200	2/3/2021	WE Energies		\$172.87
3400	2/6/2021	NAPA Inv. 606672		\$39.77
3400	2/3//2021	Mississippi Welders - #441064		\$81.31
3400	2/6/2021	Walmart		\$12.91
3400	1/29/2021	Galls Inv. # 017545565		\$1,067.63
3400	2/2/2021	EPM Inv. 2232513		\$84.12
3400	2/2/2021	EPM Inv. 2232516		\$98.14
2900	1/31/2021	DAS Health - #2017924	X	\$91.27
3350	2/9/2021	UW Health Education - #9520		\$24.00
3400	2/17/2021	Mississippi Welders - #441085		\$103.06
3400	2/2/2021	Quill Inv. # 14312547		\$49.98
3350	1/29/2021	Western Technical College Inv. # IN10288		\$174.00
3400	2/12/2021	American Name Tape Factory		\$240.55
3400	2/8/2021	EPM Inv. 2233670		\$609.03
3400	2/8/2021	Bound Tree Inv # 83950418		\$1,635.55
3400	2/10/2021	EPM Inv. 2234553		\$13.72
3400	2/10/2021	EPM Inv. 2234552		\$2,354.04
2230	1/23/2021	First Net		\$431.56

3400	2/19/2021	Minuteman Press Inv. # 27799	\$39.19
2900	2/17/2021	Aldtec Software - 2021-0484	\$2,889.00
3400	2/11/2021	Teleflex inv. # 9503615965	\$1,345.50
3400	2/16/2021	EPM Inv. 2235515	\$7.01
3400	2/3/2021	Galls Inv. # 017579056	\$94.47

ACCT #	DATE	DESCRIPTION & INVOICE #	CREDIT CARD YES	AMOUNT
3400	2/18/2021	EPM Inv. 2236020		\$140.22
3350	2/25/2021	Andy Rinehart		\$34.00
3350	2/22/2021	Allied 100 Inv. 1854695		\$1,332.99
		<b>Total</b>		<b>\$18,691.89</b>



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# TOMAH FIRE DEPARTMENT

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**ANNUAL REPORT 2020**



**PUBLIC SAFETY DIRECTOR / FIRE CHIEF TIM ADLER**

# Tomah Fire Department

**"Same Day Service"**

FIRE CHIEF Tim Adler

**ISO Rating 4**

## **Mission Statement**

To minimize the loss of life and property from fire and natural disasters for the citizens of Tomah. This is accomplished through the administration of the fire department, fire inspections, fire safety education and training of personnel.



To: Mayor Murray, City Council, City Administrator

From: Public Safety Director / Fire Chief Tim Adler

RE: Annual Narrative

Date: February 1, 2021

The Tomah Fire Department responded to 280 calls in 2020, compared to 257 in 2019. We were called to four (4) structure fires, two of the four suffered significant damage and were deemed a total loss and one four plex suffered extensive damage in one of the four apartments.

(1)- On 9/25/20 Fire responded to 229 N. Superior Ave. Apt. 88 the H & H Holdings property for a report of a fire in the bathroom. Upon arriving at the scene the fire appeared to be out. The building was checked over to ensure no fire extension occurred further into the structure. The fire occurred in the bathroom and was contained to the area of the exhaust fan. The electrical break to this area did trip. The apartment was ventilated of heavy smoke. The occupants were displaced until the damage could be corrected. There were no injuries reported.

(2)- On 11/29/20 The Tomah Fire Department was dispatched at 04:53 to 1110 Superior Ave. the Dimensions Bar/Apartments for a report of a possible structure fire. While in route to the scene fire was advised by dispatch there was a confirmed structure fire on the second which contained two apartments. The initial call came in to Monroe County Dispatch 911 Communication Center of a male subject that was hanging out a Superior Ave. window along with moderate to heavy smoke. The Tomah Police Department got on scene and immediately started evacuating the building. The male subject got out of the front apartment and a Tomah Police were able to awake the female subject that was in the rear apartment and get her to safety. At this time Tomah Police Officers said there was no sign of smoke or fire in the rear apartment. While in route to the scene Fire Chief Adler contacted dispatch and advise them to page the Oakdale Fire Department for one engine and manpower to this location. Chief Adler advised dispatch to contact Alliant Energies and WE Energies to respond and shut off the utilities to the 1100 block of Superior Ave. Upon arriving at the scene Tomah's front line engine 354 was placed on the northbound lane just north of the fire and hooked to a hydrant in front of Bank First which is on the 1000 block of Superior Ave. Tomah Fire made entry on the A-side of the structure and got up to the second floor where they made an attack on the street side apartment. They got just inside the doorway of the front apartment and advised the Thermal Imaging camera indicated the hottest point in the southeast corner of the apartment as this is all the further they got in. At this point we had large flame extension coming through the roof of the structure. Chief Adler made the decision to pull the entry team and go into a defense attack mode. Tomah's Ladder truck 353 was placed on the southbound lane of Superior Ave. and set up for a defense attack and was hooked to a hydrant on the 1100 block of Superior Ave. Ladder 353 then started suppression and worked the front side of 1110 building. A monitor line was being used from engine 354 on the A-side of the structure to help knock down the flames though we were not making any head way at this time and the flame extension was now getting into the building of 1112 Superior Ave. Fire Chief

Adler contacted dispatch and request Fort McCoy Fire Department for their Ladder truck. Tomah laid a five inch LDH line from the front of the 1200 block of Superior Ave. to hook to Fort McCoy's Ladder which was placed on the northbound lane just south of 1110 Superior Ave. Chief Adler contacted dispatch and advised them to let the Tomah Water Department to turn up the city water pressure and that we were going to be using a large amount of water. Chief Adler also advised dispatch to have the Tomah Public Works Department respond to start shutting down roads. At this point three blocks of Superior Ave. (US Hwy 12) was shut down. Fire Chief Adler then contacted dispatched and requested a Ladder truck from the Sparta Area Fire District. At this point Fire Chief Adler had Alliant Energies shut down a 12,000 volt main power line that ran in the alley which is in the rear of the 1100 block of Superior Ave. in order for Sparta Fire to safely set up the Ladder on the C-side of the structure. Sparta used a five inch LDH which was connected to a hydrant on the 1100 block of Kilbourn Ave. At this point we had three ladder trucks on suppression along with multiple hand lines that were battling the fire. Fire Chief Adler was advised that the male subject that was in the front apartment was being attended to by the Tomah Area Ambulance Service and was then later transported to Tomah Health. The fire was mainly under control around 9am though suppression operations continued. Hand lines were used to help perform overhaul of the scene. Fire Chief Adler was in contact with Tomah Police Sergeant Furlano (99) during the operations that had been taking place. Sergeant Furlano contact Tomah Police investigator Paul Sloan (87) to respond to this location. Investigator Sloan flew our drone and got video and pictures of the fire scene and also working on taking pictures of the structure. The roofs on both 1110 and 1112 had both collapsed which made it unsafe for any entry back into the main parts of the buildings that burnt. Fire Chief Adler was advised that one fire fighter was transported to Tomah Heath where he was seen for a possible leg injury. He was seen and then released with minor injuries. Fire fighters continued to overhaul the scene and started releasing the outside agencies around 1pm. Fire Chief Adler contact Public Works Director Kirk Arity and he worked to get Gerke Excavating Inc. to respond to this location with some heavy equipment as the front of the building appeared to be structurally weak and needed to be knocked down. All fire appeared to be extinguished around 1pm. There were two injuries reported the one male subject that was in the apartment with minor burn injuries and one fire fighter with a minor leg injury. We had reports that two cats and two dogs were in the apartments and are hoping that they may have gotten out. We had 44 firefighters on scene for nearly 12 hours. During fire suppression we used approximately 510,000 gallons of water which was reported by the Tomah Water Department. There was smoke and water damage to report on most of the buildings on the eastside of the 1100 block of Superior Ave. The Tomah Fire Department was assisted at the scene by the Oakdale Fire Department, Fort McCoy Fire Department, Sparta Area Fire District, The Tomah Police Department, The Tomah Area Ambulance Service, Tomah Water Department, Tomah Public Works, Tomah Building Inspector, Monroe County Sheriff's Department, Wisconsin State Patrol, Monroe County 911 Communication Center, Gerke Excavating, American Red Cross, Wisconsin State Fire Marshal's Office.

## Investigation:

Tomah Fire Chief Tim Adler and Tomah Police Detective Paul Sloan investigated this fire. The Owner of the building Patrick Murphy had insurance on the building though it was not enough to cover the fair market value he also had no content insurance. The Male occupant of the front apartment Skyler Kinnunen had no renters insurance and lost everything. The female occupant in the rear apartment Ashely Organ had no renters insurance and lost everything. We have no reason to believe this fire was set intentionally. We are confident that the fire started in the front apartment where Skyler was renting. Interviews were performed and we learned that Skyler was intoxicated at the time of the fire and also learned that he often smoked in his bed. Skyler indicated that he has been having issues with an electric base board heater in his bedroom which he thought may have started the fire. Skyler indicated to us that he had an extension cord that ran from the south wall under his bed in his bedroom to the north side of his bedroom which also had a power strip and a TV and gaming system plugged into it. Tomah Police Investigator Sloan performed multiple interviews and has all them recorded along with the pictures and video footage. Fire Chief Adler met on December 9th with Richard Besse a fire & explosion investigator for Envista Forensics the insurance company for 1110 Superior Ave. that covered Patrick Murphy's building and indicated they would not be pursuing any further investigation due to the cost vs benefit of the claim. With this being said we are ruling this fire as undetermined though we cannot rule out the possibility of careless use of smoking materials nor can we rule out any possible failure in the apartment's electrical system.

(1) On 12/18/2020 The Tomah Fire Department was dispatched at 00:56 to 417 Kilbourn Ave. for the report of a kitchen fire. Upon arriving at the scene there was flames coming out the front door on the street side of the structure of one of the downstairs apartments. Fire Chief Tim Adler advised dispatch to have Alliant Energies and WE Energies to respond to the scene. The occupant in the apartment where the fire occurred was able to get out and called 911. The Tomah Police Department was first on scene and used forcible entry to get gain access to the two other apartments. The occupant of the second downstairs apartment was not home at the time of the fire. The third apartment on the second story was evacuated with three family members that were sleeping at the time. The three natural gas meters were shut off and Tomah's frontline engine 354 was placed on the A-Side of the structure and connected to a nearby hydrant. The entry team made an attack on the fire and was able to quickly knock down the blaze. Ventilation was performed and overhaul was done to ensure there was no fire extension into any other areas of the building. Alliant Energies got on scene and pulled all three electrical meters. There was no injury's to report. The Tomah Fire Department was assisted at the scene by the Tomah Police Department the Tomah Area Ambulance Service and the Monroe County 911 Communication Center.



**Safety:**

We had two minor injuries reported in 2020, both occurred on the November 29<sup>th</sup> at the downtown fire, a minor leg discomfort was reported by one fireman and some minor burns on a civilian, both were seen at Tomah Health and were released immediately, no deaths were reported in any of these fires last year. Places where the community can help cut down on fire calls and fires in the city are in the kitchen, where the fire department continues to respond to numerous calls for unattended cooking. These calls can be avoided by staying in the kitchen and to watch what you are cooking and avoid distractions such as phone calls, watching television or cooking while intoxicated. The City of Tomah has not had a fire related death since June 13<sup>th</sup>, 1982 (39 years) at the Pizza Villa Fire and we would like to keep that safety record intact. Safety of the city and our staff is the utmost important focus.

**Training:**

We continue to meet two times per month for fire and rescue training. I also have been providing additional training opportunities to the staff such as courses through our area technical college also attending the Wisconsin State Fire Fighters convention. We will continue to train in multiple areas of rescue service including vehicle extrication large and small including farm equipment. We will also have knowledge in building collapse and trench rescue, cold and warm water rescue and other services that may be needed in our community.

**Community help:**

False alarms continue to be a problem area. Most of the false alarms are associated with alarm system issues, training and education on new or existing buildings. I will continue to work with building owners and employers and enforce this area. I ask that home owners work also at maintaining their smoke and carbon monoxide detectors to help reduce the number is nuisance calls.

**Current Staffing:**

At the current time we have 33 members in our ranks. It seems that we have a stable group of firefighters at this time. I will be hiring 3 to 4 more fire fighters I early 2021. I have a plan going into the future to create an Emergency Services Explorers program to help search out younger adults that would like to help out in our community.

**Inspections:**

Fire inspection hours last year were 538 this is down approximately 175 hours due to Covid 19, the State of Wisconsin Department of Safety and Professional Services shut down all Wisconsin Fire Department inspections at two different times. This doesn't include the time I spend on new building construction in the city. I have four part time fire inspectors along with myself to conduct these inspections. In a normal year the hours continue to increase due to the growth in the city, training and new inspectors learning the job along with the amount of inspections required by the State of Wisconsin. We performed nearly 1200 inspections in 2019, this number does not include follow up inspections after violations have been identified. I would like to thank the fire inspectors for their time and dedication they give to our city. They take vacation time away from their full-time jobs in order to help get the growing number of inspections done. As a reminder I took our fire inspection process and made it paperless nearly five years ago, this is a much better system and does save us time. All required inspections were completed and we would do well if audited by the Wisconsin Department of Safety and Professional Services. No major problems were noted and we continue to work with those who do have violations. We will continue to see an increase in hours in this area with the department moving forward developing pre fire plans on the businesses in the city and with the continued growth we are seeing. By doing this it will help ensure the future safety of the citizens, the businesses and fire fighters of Tomah. This will be an area which will require a full time position in the future as the work load continues to increase.

**Fire Safety Education:**

Fire safety education didn't happen this year due to Covid 19. We did distribute out Fire Safety Education materials to all of the Tomah Area School District elementary classes for Fire Prevention week which is always the first full week of October. We partner with the National Fire Safety Council program to provide educational booklets for children in grades K through 5. These booklets are paid for by community businesses and I would like to thank them for their contributions. In 2019 I started a new Fire Safety educational program with the elementary schools utilizing our new Sparky -n- Pumper robotic trainer seen in (Fig 2) this was a great addition to our training program, we got a lot of positive feedback from parents, teachers and children. It seems that every year we get more kids acknowledging that their families are practicing fire drills in the home. I urge every household to practice fire drills at least twice a year and to ensure that they have working smoke detectors on every level of their home. Smoke detectors also have a lifespan. I encourage every resident to change out their battery- operated smoke detectors if they are older than 10 years old & electric smoke detectors every 15 years. Smoke detector manufacturers make what is called a sealed unit detector these units have a lithium battery that has a life span of 10 years, (Fig 1) these are a great product for the elderly, rental units and people that forget to change out their batteries. Chief Adler has applied for free smoke detectors through the Keep Wisconsin Safe coalition and the

American Red Cross and has supplied hundreds of free smoke detectors to the elderly and the less fortunate in the Tomah area, by doing these two things we can stop a tragedy from happening in our community. I also talked to numerous civic organizations and businesses this past year and I believe this is the key to lowering the fire incidents in the city. I also put fire prevention articles in the newspaper and messages on the radio to promote fire safety in the home. We train hundreds of people annually on the proper methods of operating a fire extinguisher with our Bullex Fire Extinguisher Training System (Fig 3).

### SMOKE DETECTOR PROGRAM



Figure 1

### SPARKY~N~ PUMPER FIRE EDUCATION TRAINER



Figure 2

## BULLEX FIRE EXTINGUISHER TRAINING SYSTEM

This unit was paid for by the businesses of Tomah along with grants and donations



Figure 3

- Businesses use this to train their employees
- The fire department trains families at the annual National Night Out Event
- Classes can be set up for schools, organizations and civic groups

**Accomplishments:**

Some of the things the Tomah Fire Department has accomplished this past year was the continued training of our rescue service which we have 18 members of. This is by far the busiest area of the department and we will continue to train on all levels of service.

We had another successful year in fundraising with our annual calendar and hunter's night out event. We continue to raise funds to purchase equipment for the department to keep the burden off of the tax payers.

We finished replacing our portable radios and chargers in all apparatus. We purchased two new cold water rescue suits.

We completed an inventory of all fire department equipment.

We set up our oldest engine unit 351 as a second rescue truck

The Tomah Fire Department received \$5,500.00 in grants and donations in 2020 from The Frank W. Andres Charitable Trust the Tomah Area Credit Union. We also received a donation of three class D fire extinguishers from the Toro Company which are valued at over \$2,000.00.

**Community Support:**

The fire department continues its long tradition of helping our community, to name a few things we do annually, participate in both the July 4<sup>th</sup> and Holiday parades, we oversee safety at the annual fireworks show. We participate by helping the Tomah Police Department with their annual Shop with a Hero event. We hand deliver free fire department calendars to the residences of Tomah. The fundraising we do each year helps keep the city budget down by not putting all the expenses on the tax payer. The Tomah Fire Department is part of the Monroe County Mutual Aid System and also part of the Monroe County Division 145 MABAS system. These systems are in place so we can help our outline communities and also so they can help us in our time of need, it could be for a larger fire or a natural disaster.

**Current Building/Equipment Status:**

All engines passed annual pump testing. All ladders passed annual inspections. All self-contained breathing apparatus & the air compressor passed annual tests and maintenance and all rescue equipment pass certifications. The Northside station is 47 years old and is showing its age. We continue to maintain the building at its current status. When I took the job 7 years ago I committed to continuous improvement and taking this department in the direction of being world class and we are moving forward. I had a busy year visiting

many newer fire stations such as Dells Delton, Marshfield, Kaukauna and others in preparation of getting ready to build a new Fire/EMS facility in our city. Everywhere I went each department was very welcoming and was willing to share information. I got great feedback from each location. This information has been used to help us get ready for a building that will get us many years into the future.

I would also like to thank the businesses & employers that allow our firefighters and rescue technicians to leave their jobs to answer the community's fire and rescue calls. The City of Tomah & I are grateful for your generosity.

If you have any further questions, feel free to contact me.

Yours in Safety

Respectfully submitted

Public Safety Director / Fire Chief

Tim Adler

## **TOMAH FIRE DEPARTMENT BIO**

**The Tomah Fire Department was founded on November 1<sup>st</sup> 1871 following the Great Chicago & Peshtigo fires. The department provides fire suppression, fire inspection and fire safety education services to the seven square mile area of the City of Tomah and its 9,383 citizens, we also serve as the local Rescue Service for the City and 600 Square miles of the outline area of eastern Monroe County. We are a volunteer paid-on-call department with 36 dedicated firefighters/Rescue Technicians from all types of occupations. The Tomah Fire Department has an ISO rating of 4. The department has twelve pieces of equipment operating out of two stations at their disposal which includes a 2018 Pierce PUC 1500 engine, 2015 Pierce Incident Command unit a 2007 Pierce 75 foot aerial ladder, 1995 Pierce 1750 engine, 1988 General 1250 engine, 1996 Freightliner tender, 2002 and a 1987 brush trucks, 2006 Chevy C5500 Rescue Unit, 1984 GMC hose reel truck, 2014 Ford Explorer Chiefs vehicle and a pontoon boat. There have been 15 men who have worn the hat of fire chief in the 150 years that the department has been in existence and only five since 1922 when it changed to the Fire Chief being appointed. The current Fire Chief is Tim Adler who has served in this capacity since 2014. Assistant Chiefs Dale Trowbridge, Joe Kube and Joe Amberg help Chief Tim Adler carry out the day-to-day operations of the department. Safety Officer Dave Baggot, Training Officer Bob Walker, Captains Chuck Muller & Rob Larkin round out the command staff of the department. Fire Inspectors Bob Walker, Jerry Steele, Rob Moake and Roy Gigous help Chief Adler perform over 1200 inspections annually. Twenty-eight brave firefighters man the hoses for this department. The department averages approximately 250 to 300 calls per year. Just over 440 men & women can say that they have been members of the Tomah Fire Department.**



## Tomah Fire Department Staff

### Fire Chief

\*Tim Adler (32 Years)

### Assistant Fire Chiefs

Dale Trowbridge (30 Years)

\*Joe Kube (27 Years)

Joe Amberg (30 Years)

### Safety Officer

Dave Baggot (22 Years)

### Training Officer

\*Bob Walker (20 Years)

### Captains

Chuck Muller (19 Years)

\*Rob Larkin (23 Years)

### Fire Fighters

Tim Larkin (46 Years)

Jody Pierce (27 Years)

Roy Gigous (27 Years)

Jerry Steele (19 Years)

\*Brad Retzlaff (19 Years)

Scott Woodworth (19 Years)

\*Steve Walheim (19 Years)

Cory Lenz (16 Years)

Ron Schneider (15 Years)

\*Dave Meyer (15 Years)

Tim Cram (15 Years)

\*Chris Semann (10 Years)

\*Tim Ehlers (10 Years)

\*Jared Tessman (10 Years)

\*Rob Moake (6 Years)

\*Chad Gunder (6 Years)

\*Steve Miller (3 Year)

\*Megan Mickelson (3 Year)

\*Phil Gigous (3 Year)

Joe Lenz (3 Year)

\*Bret Noltner (3 Year)

Chris Neal (New)

Brandon Mauricio (New)

### Rescue Technicians

Kerwin Greeno (24 Years)

Pat Doyle (24 Years)

\* = Rescue tech's.

Tomah Fire Department 2020 Statistical Report														
	Structure Fires	Vehicle Fires	Grass Fires	False Alarms	Good Intent calls	Calls for Service	Hazmat	Motor Vehicle Accidents/Rescue	Other	Total Per Month	Fire Inspection Hours	Number of Fire Inspections	Injures	Fire Safety Education Hours
<b>January</b>	0	0	0	4	1	0	3	10	3	21	27	39	0	0
<b>February</b>	0	0	0	5	1	0	2	6	1	15	20	32	0	0
<b>March</b>	0	0	0	3	0	1	2	7	5	18	22	44	0	0
<b>April</b>	0	0	1	2	2	1	1	5	6	17	3	7	0	0
<b>May</b>	0	0	0	3	1	0	0	4	5	13	12	36	0	0
<b>June</b>	0	0	0	3	3	0	0	10	28	44	201	288	0	0
<b>July</b>	0	1	0	2	3	0	3	16	3	28	13	27	0	0
<b>August</b>	0	0	0	1	0	0	2	15	4	22	17	41	0	0
<b>September</b>	1	0	0	5	0	1	1	16	2	26	57	117	0	0
<b>October</b>	0	1	0	3	1	1	1	15	5	27	120	147	0	0
<b>November</b>	1	2	0	3	2	0	2	9	5	22	35	61	1	0
<b>December</b>	1	0	0	4	1	1	4	11	2	24	11	16	0	0
<b>Total</b>	3	4	1	38	15	5	21	124	69	280	538	855	1	0

- Note, fire inspection hours and number of inspections were down considerably this year due to the State of Wisconsin Department of Professional Services shutting down fire inspections due to Covid 19.

# CITY OF TOMAH Fire Department

## ANNUAL VEHICLE REPORT 2020



### Annual Apparatus Maintenance

Weekly vehicle maintenance is done by Firefighters Rob Larkin and Brad Retzlaff on Wednesday evenings. These guys save the city a lot of money on repairs that would regularly would go out to a garage. Rob takes care of mechanical problems and Brad is very good with electrical & electronic problems. All fire department apparatus receive annual oil changes in January or February.

**Public Safety Director / Fire Chief Tim Adler**

## TOMAH FIRE DEPARTMENT

### UNIT 350

This unit is a 2014 Ford Explorer

Current Mileage is 142,560

This unit is in Fair Condition.

Notes; This is the Fire Chiefs vehicle that responds to all emergent situations along with daily business, inspections, meetings, trainings, etc. The transmission is has been having issues for the past 18 months.



## TOMAH FIRE DEPARTMENT

### UNIT 351

This unit is a 1988 Spartan General (33years old)

Current Mileage is 23,548      Hours: 1689

This unit is in Fair Condition.

Notes; this engine passed annual pump and ladder testing. This is the oldest engine in our fleet, we also use this as our rural response unit and as our second rescue truck.



## TOMAH FIRE DEPARTMENT

### UNIT 352

This unit is a 2015 Pierce Saber (6 years old)

Current Mileage is 2840    Hours: 420

This unit is in Excellent Condition.

Notes; this unit is used as our incident command unit and haul much of our equipment. It also has a mobile SCBA fill station unit built into the apparatus.



## TOMAH FIRE DEPARTMENT

### UNIT 353

This unit is a 2007 General (14 years old)

Current Mileage is 11,008    Hours: 1099    Aerial hours 200

This unit is in very good condition

Notes; this ladder truck passed annual pump and ladder testing. The reach on this ladder is 75'. The batteries were replaced in 2011. The tires will need to be replaced in the next couple of years.



## TOMAH FIRE DEPARTMENT

### UNIT 354

This unit is a 2018 Pierce Enforcer (3 years old)

Current Mileage is 1,166     Hours: 214

This unit is in excellent condition

Notes; this is our front line engine. This engine passed annual pump and ladder testing requirements.





## TOMAH FIRE DEPARTMENT

### UNIT 355

This unit is a 1996 Pierce (25 years old)

Current Mileage is 13,082    Hours: 1338

This unit is in good condition

Notes; this is our second line engine. This engine passed annual pump and ladder testing. All tires were replaced in 2018. The batteries were replaced in 2019. The pump packing was leaking and was fixed in June of 2005.



## TOMAH FIRE DEPARTMENT

### UNIT 356

This unit is a 1996 Freightliner (25 years old)

Current Mileage is 52,642

This unit is in good condition

Notes; the rear tires were replaced in January of 2021. The batteries were replaced in 2020. The front tires were replaced in 2008. This is our only tender in the fleet, the water capacity is 1900 gallons. This vehicle is used for hauling water to areas that we might struggle to get water to. It is also used for wildland fires and mutual aid calls. Public works occasionally using this tender to water down streets and is used at the tractor pull and the fair.



## TOMAH FIRE DEPARTMENT

### UNIT 357

This unit is a 2006 Chevy C-5500 Rescue 4 x 4 (15 years old)

Current Mileage is 19,710

This unit is in good condition

Notes; this is our front line rescue unit. The brakes were replaced in 2016. The front tires and front end alignment were done in January of 2019. The rear tires were replaced in December of 2020.



## TOMAH FIRE DEPARTMENT

### UNIT 358

This unit is a 1987 Chevy ¾ ton (34 years old)

Current Mileage is 65,528

This unit is in good condition

Notes; the pump is in good condition. The tires were replaced in 2010. The battery was replaced in 2017. The head gasket was replaced in the summer of 2005. This apparatus is used for wildland fires.



## TOMAH FIRE DEPARTMENT

### UNIT 359

This unit is a 2002 GMC 2500 (19 years old)

Current Mileage is 15,332

This unit is in very good condition

Notes; the pump is in good condition. The battery was replaced in 2017. The tires were replaced in 2015 with an off road style tire to deal with the terrain. The radiator was replaced in 2012 due to a branch impacting the radiator during a wildland fire.



## TOMAH FIRE DEPARTMENT

### UNIT 362

This unit is a 1984 GMC 3/4ton (37 years old)

Current Mileage is 5,924 (original)

This unit is in good condition for its age.

Note: This utility unit carries 1000' of 5 inch LDH. The tires were replaced in 2018



## TOMAH FIRE DEPARTMENT

### UNIT History

This unit is a 1935 Buffalo

Current Mileage is N/A

This unit is in show condition and does run.

Note: This unit was purchased new in 1935 by the City of Tomah. The Fire Department organization fundraises to keep this truck in running condition. We recently purchased new tires in 2018 and had the front bumper redone with new chrome in 2007.





***2020***

***ANNUAL REPORT***

**Public Safety Director / Fire Chief Tim Adler**





# Tomah Area Ambulance Service

Public Safety Director / Fire Chief Tim Adler

Deputy EMS Chief Adam Robarge

**Mission Statement:**

To provide compassionate quality care and service, which is built upon the foundation of trust and accountability, to meet the needs of the patients and communities we proudly serve through effective partnerships.

**Vision Statement:**

We desire to be the preferred EMS provider in the eyes of our customers, partners, and communities.



# Tomah Area Ambulance Service Staff

## Public Safety Director

Tim Adler – 32 years

## Deputy EMS Chief

Adam Robarge, CCTP – 19 Years

### Crew Leaders

Brandon Sibert, CCTP – 8 Years  
Chris Brigson, CCTP – 2 Years  
Jeremy Becker, CCTP – 2 Years

### Billing Clerk

Christi Anderson – 1 Year

### Full-Time Staff

Lisa Hart, CCTP – 17 Years  
Jeremy Schaller, CCTP – 12 Years  
Andrea Coles, CCTP – 2 Years  
Matt Eveland, EMT-P – 2 Years  
Stacy Frost, AEMT – 2 Years  
Mitch Larkin, EMT-P – 2 Years  
\*Michael Forlines, EMT-B – 1 Year  
Andrew Rinehart, EMT-P – 1 Year  
Morgan Scharlau, EMT-P – New

### Part-Time Staff

Pete Huneck, EMT-B – 21 Years  
Sandra Fick, EMT-B – 14 Years  
Chris Prindiville, AEMT – 7 Years  
Aaron Reineking, CCTP – 4 Years  
Tom Bailey, EMT-B – 2 Years  
Rob Harter, EMT-B – 2 Years  
Isabell Miles, EMT-P – 2 Years  
Rachel Robarge, EMT-B – 2 Years  
Tanner Sutton, EMT-B – 2 Years  
Stacey Zellmer, AEMT – 2 Years  
Phil Gigous, EMT-B – 1 Year  
Brandon Mauricio, EMT-B – 1 Year  
Laura Scharlau, EMT-P – 1 Year  
Kody Smith, EMT-B – 1 Year  
Nathan Bronstad, AEMT – New  
\*Dawson Dean, EMT-B – New  
Cody Layer, AEMT – New  
Kelsey McGarry, EMT-B – New  
Rustislav Yerokhin, EMT-B – New  
\*Cory Courneya, EMT-B – Training  
\*Steven Sis, EMT-B – Training  
Katie Karper, EMT-B – Training

\*Paramedic Class

## **Tomah Area Ambulance Service Bio**

Tomah Area Ambulance Service was founded on August 07, 1973 after the City of Tomah took over operation of the ambulance service from the Larkin family. The Larkin family had provided ambulance services to the City of Tomah and the surrounding area for over 20 years. Under the direction of the first Ambulance Director William (Bill) Fox, the service became a volunteer, paid-on-call EMT-Basic service. The ambulance service operated in this capacity until 2013 when the service started the process of transitioning into a Paramedic Service. In September of 2014, the ambulance service started providing paramedic, advanced life support services under the direction of Director Jody Allen. In 2015, the first full-time paramedics were hired which began the transition from a volunteer, paid-on-call service to a full-time, career EMS agency. In 2018, under the direction of Director Randal Dunford, Tomah Area Ambulance Service completed the transition to a career EMS agency with all full-time and part-time staff stationed at and responding to calls from the station. This transition included a full-time staff consisting of the Service Director, an EMS Captain, a Billing Clerk, and 12 field EMS personnel (four on each of three shifts). In October 2020, Director Dunford became the last Service Director when he retired. The City of Tomah placed the ambulance service under the direction of Public Safety Director/Fire Chief Tim Adler and created a Deputy EMS Chief to replace the EMS Captain position. In November 2020, Adam Robarge was selected to fill this position beginning January 01, 2021. In December 2020, the City of Tomah increased the full-time field EMS positions to 15, with the three new positions being filled in 2021. The service is also planning on upgrading to a Critical Care Transport Service in mid to late 2021 to allow us to provide a higher level of care during interfacility transports.

Today, Tomah Area Ambulance Service serves a population of approximately 19,000 residents and visitors to the City of Tomah and surrounding communities. We provide primary 911 services to an area of approximately 600 square miles in Monroe, Jackson, and Juneau Counties, serving 16 municipalities. As a Paramedic, Advanced Life Support service, we provide advanced cardiac life support, advanced airway management, IV initiation and maintenance, medication administration, and mutual aid/intercept capabilities. The ambulance service also provides interfacility transport services to Tomah Health, Tomah VA Medical Center, and surrounding hospitals. Since our transition from an EMT-Basic service to a Paramedic service, we have seen our call volume increase by almost 63% from just over 1,800 calls in 2014 to just under 3,000 calls in 2020.

**Then to Now**



Larkin's Ambulance

Photo Credit: Mike Larkin



Larkin's Ambulance

Photo Credit: Mike Larkin



2019 Road Rescue Ford F-550 4 x 4

To: Mayor Murray, City Council, City Administrator

From: Public Safety Director / Fire Chief Tim Adler

RE: Annual Narrative

Date: February 1, 2021

2020 was a changing year for Tomah Area Ambulance Service. Here is a timeline of what had occurred with the service.

1. In January we had a change with our medical director. Dr. Evan Small is the new Medical Director with Dr. Rob Kline stepping down from the position.
2. In February we updated and received approval for our new protocols. This was the first protocol update since our initial transition to a paramedic service in 2014. The new protocols are based off protocols utilized by several surrounding services and brings us up to date with more evidence-based EMS practices.
3. In March, as with the rest of the world, we were hit with the uncertainty of COVID-19. Operational adjustments were made to staffing along with purchasing additional PPE and specialized equipment to decontaminate our equipment and our apparatus. We were fortunate to be able to work around staff having to quarantine due to positive test and possible exposures. COVID-19 affected our call volume in the months of April, May, and June during the height of the lockdowns however our calls volumes soared in July and August. Prior to 2020, the busiest months we had were June and December 2019 with 255 calls for service. In July 2020, we had 323 calls for service and another 325 calls for service in August 2020.
4. In the end of August Director Dunford announced his plans to retire from the service. Mayor Murray, along with the Tomah City Council, decided to create a new position of Public Safety Director/Fire Chief placing both the ambulance service and Tomah Fire Department under the direction of this position. On October 01, 2020, Tim Adler started in this role. Along with the Public Safety Director, the city created two new positions, Deputy EMS Chief and Deputy Fire Chief with a start date in 2021. With the new Deputy EMS Chief position, the EMS Captain position was dissolved. In November interviews were held for the Deputy EMS position and Crew Leader Adam Robarge was selected by the hiring committee to fill this role. Adam started on January 01, 2021.
5. In October the Tomah City Council, with direction from the Tomah Area Ambulance Service Commission, approved an increase in the service's Per Capita Rate of \$5.00. This will take the rate on January 01, 2021 from \$7.50 to \$12.50.

6. In November the Tomah City Council, with direction from the Tomah Area Ambulance Service Commission, approved an increase for the services billing rates which went into effect January 01, 2021.
7. In November Public Safety Director/Fire Chief Tim Adler was able to purchase over \$40,000 worth of 2021 capital expenditures, including our Zoll Z-Vent Critical Care Transport Ventilator (Figure 1) and a third LUCAS 3 Chest Compression System (Figure 2), through the CARES ACT due to the COVID-19 pandemic. The transport ventilator is a necessary piece of equipment for our upgrade to a Critical Care Transport Service. The ventilator allows us to transport intubated patients more effectively and patients requiring Bi-Level Positive Airway Pressure or Bi-PAP. The LUCAS 3 Chest Compression System is the third system added to our apparatus. We will be budgeting over the next couple years for two more LUCAS devices for our fourth ambulance and our supervisor's vehicle.
8. In December the Tomah City Council, with direction from the Tomah Area Ambulance Service Commission, approved the hiring of three (3) additional full-time staff to help staff a third ambulance and allow us to handle an increase in interfacility transfer request. These positions will be filled in 2021.

**BUILDING:** The current building was built in the mid-1990s and was never intended to house a full-time, career EMS service. While we are continuing to maintain the building, we have outgrown its usefulness. We currently have four bedrooms, with two beds in each room. Depending on staffing and the individuals on duty, we are either sleeping two people to a room or staff are sleeping in recliners or in the back of the ambulances. We do not have kitchen facilities which leaves us cooking our meals in a microwave, in a pizza oven, on the grill in nicer weather, or by eating out. We have two single stall/shower bathrooms on the opposite end of the building from our sleeping quarters. As we continue to grow as a professional, career EMS agency, the need for a new facility grows.

While the need for a new facility is not in question, the location of that facility is where the challenge now lies. We continue to look for potential locations for a new facility and evaluated them, which would keep the facility in a central location within the City.

**VA BILLING ISSUES:** We continue to have regular phone conference calls with the VA to address our billing issues. We are seeing some progress though not enough at this time, but we are hopefully the issues will all be addressed soon. The VA has a new person in place as of January 2021 and he is already making things happen including setting us up with the ability to submit bills electronically. There have also been discussions of the VA wanting to have a contact in the future with our service to handle their interfacility transfers. Recently the Madison VA and Milwaukee VA have gone to Medicare or Medicaid rates. If this occurs with the Tomah VA, we would not be able to take their interfacility transfers as we would lose money.

**FINANCIAL:** In 2020 the service cleared \$99,652.74 above its expenditures. Financially, the ambulance service currently has \$1,357,072.20 in fund equity reserves.

**PROFESSIONALISM:** We continue to strive to improve our professional development within the organization. As with any professional organization, it is only as professional as it is perceived by the employee and, most importantly, the public we serve. Instilling a professional atmosphere within the organization continues to be a high priority of ours.

It is important for all employees of Tomah Area Ambulance Service to understand that they not only represent our organization, but our community as well. Our ambulances are moving billboards representing the City of Tomah and when our personnel are seen in the community, they need to represent the best of this organization.

**STAFFING:** As December of 2020 all full-time positions are filled, and we are operating at our approved full-time employee count. Going into 2021 we will start filling the three (3) newly approved full-time positions. We currently have one full-time employee enrolled in Paramedic training at Mid-State Technical College. Once he has successfully completed his training and passed mandated written and practical National Registry Certification test in May, we will have eleven full-time paramedics and one full-time Advanced EMT.

As of December, we have seven (7) full-time and one (1) part-time Critical Care Transport Paramedics on staff. Critical Care Transport Paramedic is a higher endorsement to the paramedic licensure. In 2021, Tomah Area Ambulance Service will be upgrading to a Critical Care Transport Service, allowing us to transport more critical patients and additional medications during interfacility transports. We currently turn down these types of transfers forcing patients to wait hours for a Critical Care Transport Service to complete the transport. We are currently targeting the mid to later part of 2021 to start handling these calls which are paid at a higher rate.

Part-time staffing is sitting in a decent position. With more full-time staff on duty, the need for part-time staff decreases except for filling the third truck and covering for full-time leave such as vacations and sick leave. We do have a solid nucleus of staff who live locally and can routinely help fill in the gaps or respond in an emergency.

If you have any further questions, feel free to contact me.

Yours in Safety.

Respectfully submitted,

Public Safety Director / Fire Chief

Tim Adler



Figure 1: Zoll Z-Vent Transport Ventilator



Figure 2: Stryker Lucas 3 Chest Compression System



**2020 Statistical Report:**

**(Report Compiled by Deputy EMS Chief Adam Robarge Based on Monroe County 911 Communication Center statistics)**

Total Calls for Service - 2,943 or 8.04 Calls per Day an increase of 274 Calls from 2019 (2,669)

- Accidents (All Locations) - 125
- City of Tomah Addresses (Medical Calls) - 1,276
  - Residences - 1,094
  - Businesses - 182
- County Addresses (Medical Calls) - 521
  - All Townships - 398
  - Village of Oakdale - 50
  - Village of Warrens - 65
  - Village of Wyeville - 8
- Clinics (Gundersen, Mayo, Warrens Walk-in) - 34
- Jackson County / Juneau County (Towns of Knapp, Bear Bluff, Kingston) - 21
- Interfacility Transfers - 899
  - Tomah Health - 694
  - Tomah VA - 150
  - Surrounding Hospitals (Sparta, Mauston, Black River Falls, Viroqua, La Crosse) - 55
- Mutual Aid (Camp Douglas, Wilton, Fort McCoy, Black River Falls, Sparta) - 48
- Stand-by / Legal Blood Draws - 19

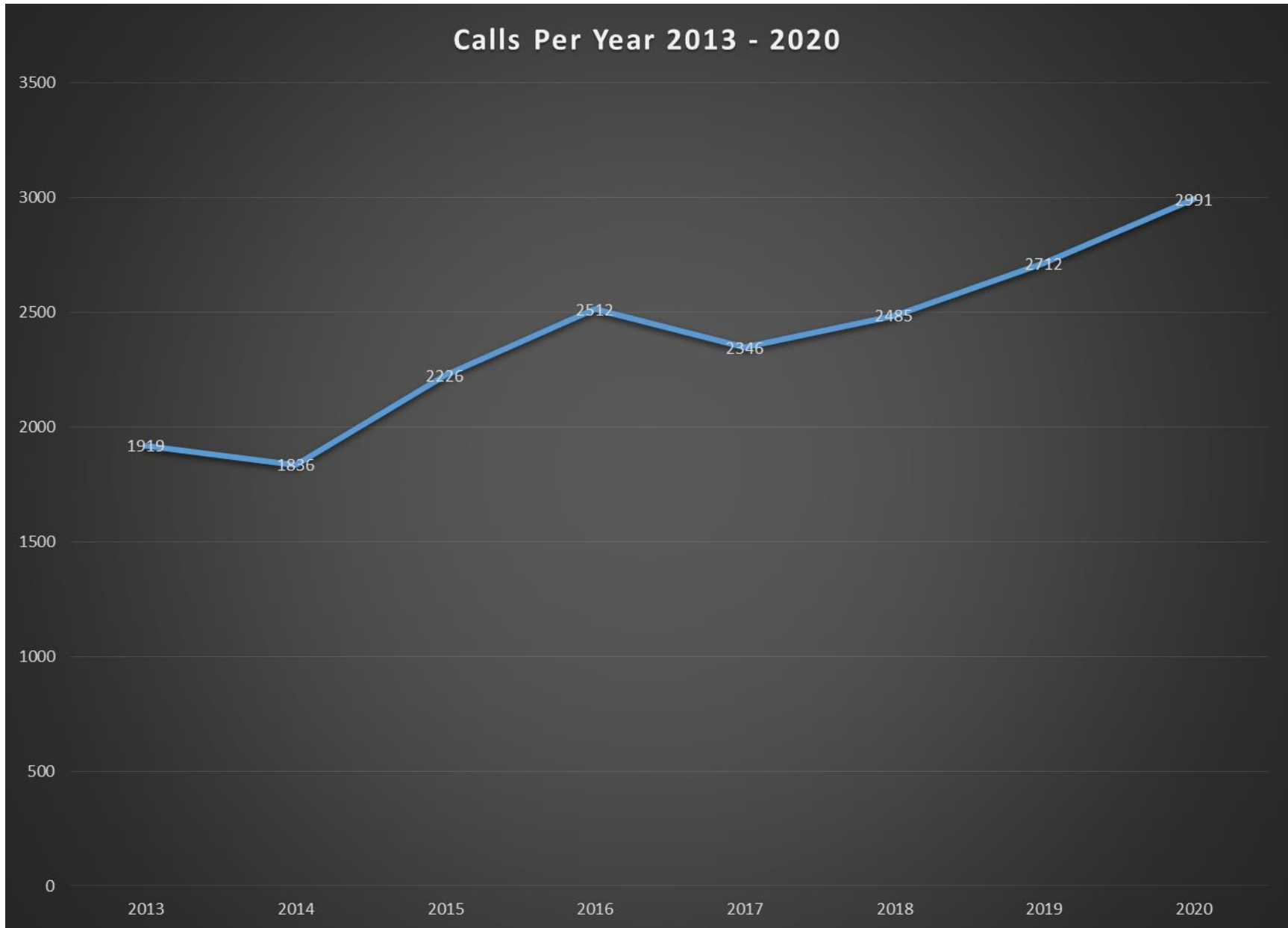
Adam Robarge, CCTP #54  
Deputy EMS Chief  
Tomah Area Ambulance Service

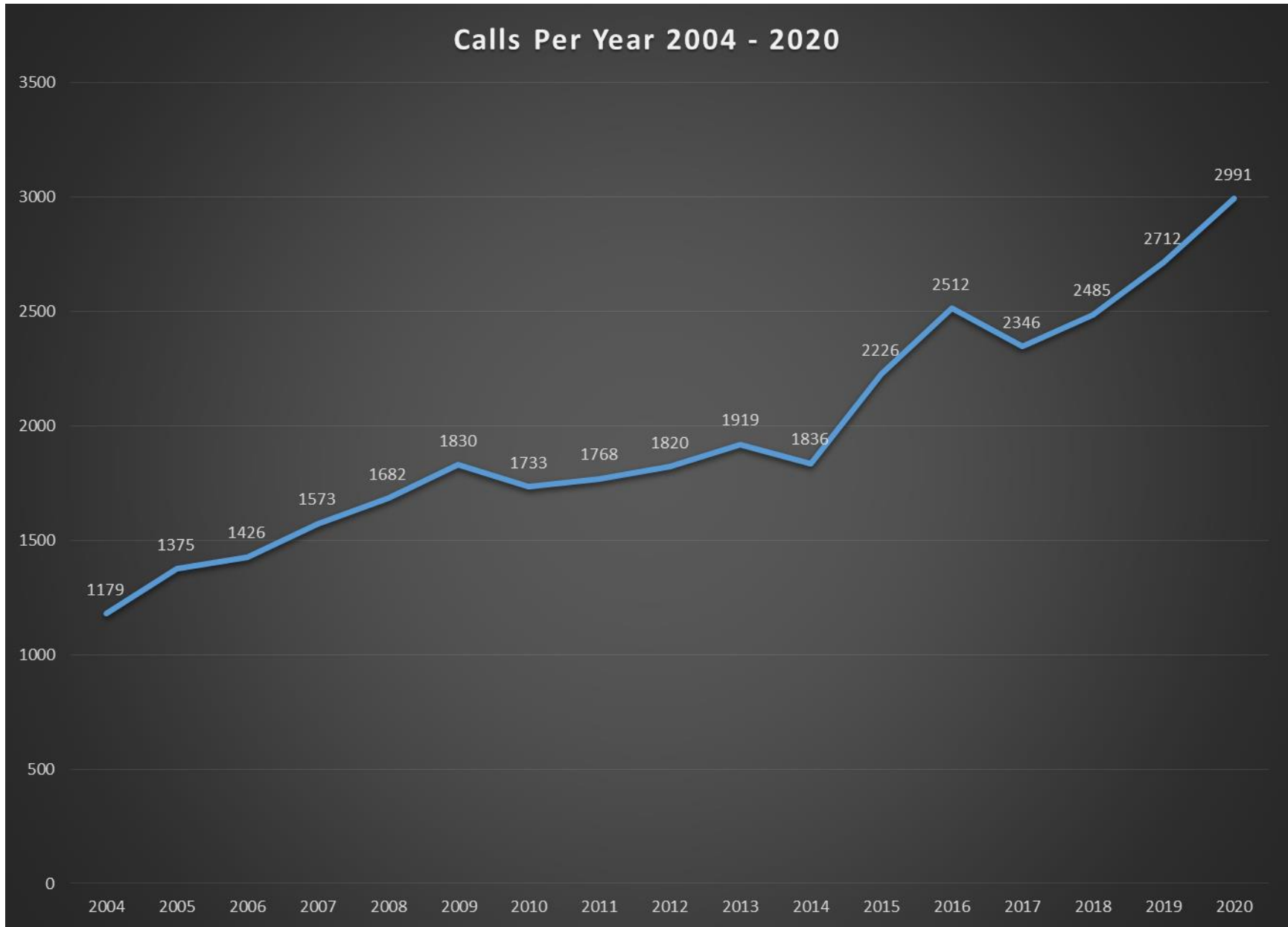
**2020 Transfer Statistics**

We accepted the following percentage of transfer request from each facility:

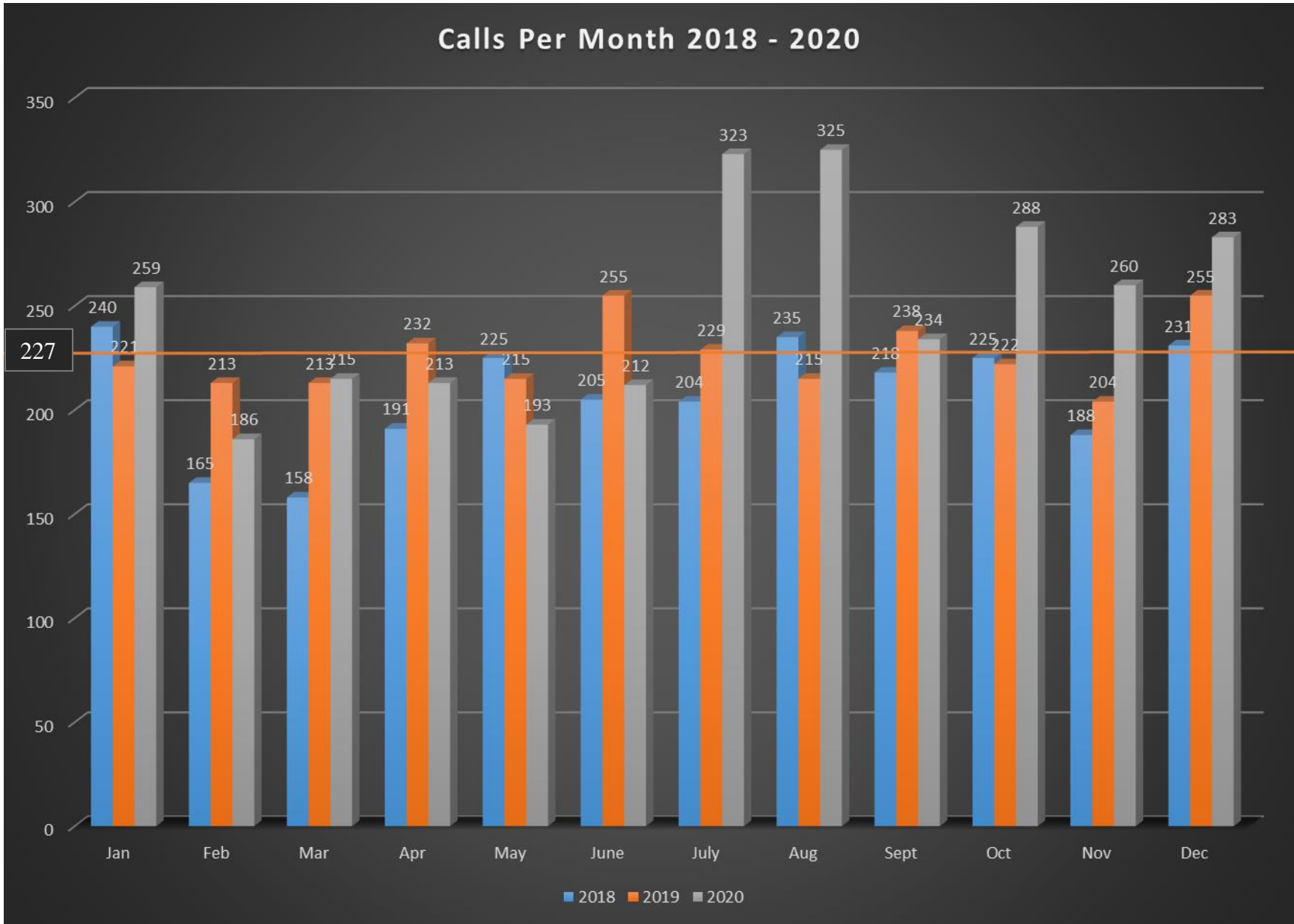
- Tomah Health Emergency Department – 88.61%
- Tomah Health Acute Care & Women’s Health – 84.27%
- Tomah VA Medical Center – 68.45%
- Mayo Clinic Health Systems – Sparta – 43.59%
- Black River Falls Memorial Hospital – 15.79%
- Vernon Memorial Hospital – 12.77%
- Other Locations – 75.41%

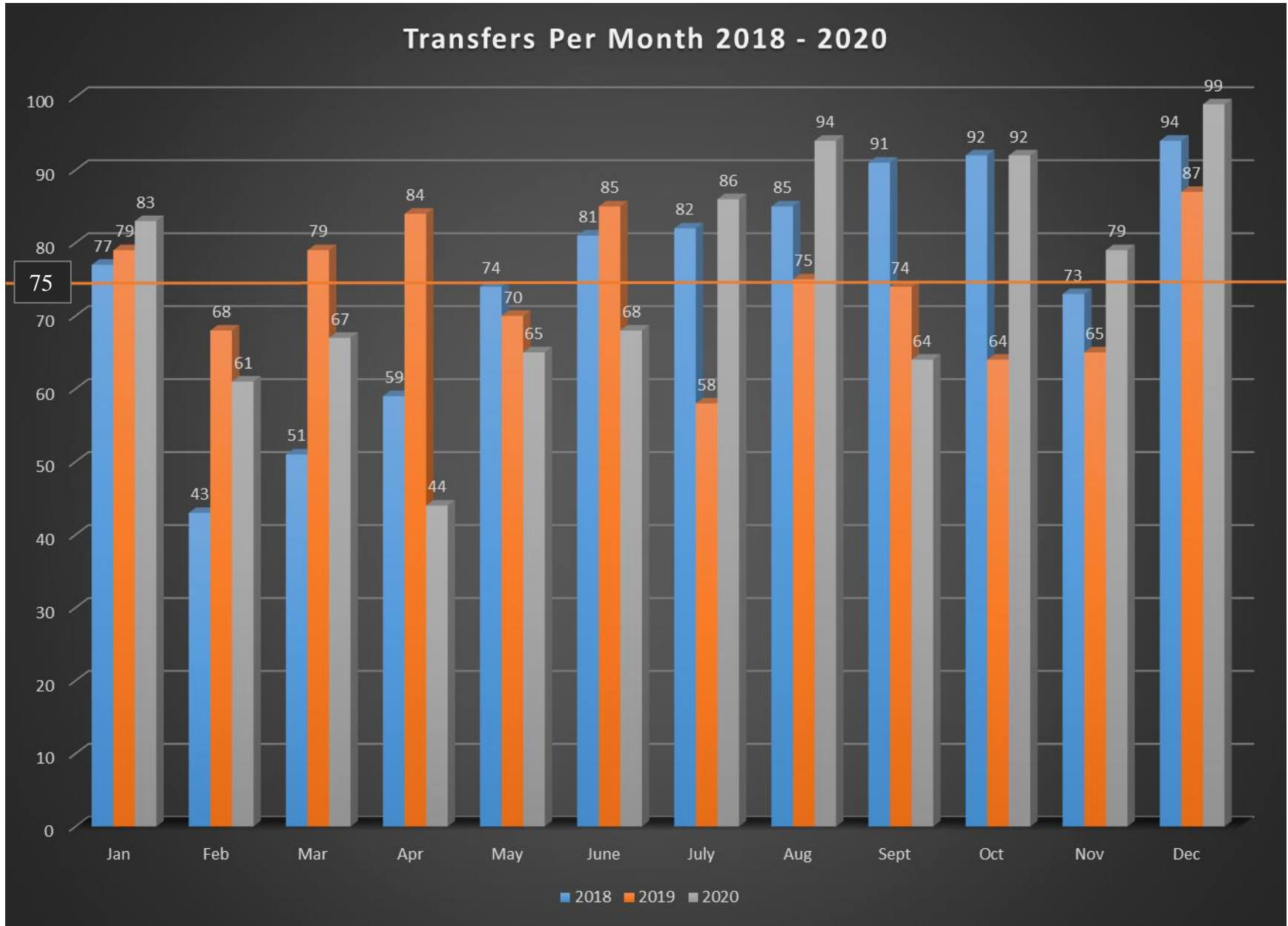
The addition of the three full-time staff members in 2021 and the upgrade to a Critical Care Transport Service will allow us to accept more of these transfers.













# CITY OF TOMAH

## TOMAH AREA AMBULANCE SERVICE

### ANNUAL VEHICLE REPORT 2020



#### **Annual Vehicle Maintenance**

Daily checks are performed along with weekly vehicle maintenance that is done on Sundays by the crews, they are checking all the fluids and performing a physical inspection. All vehicles go to Larkins GMC for oil changes, tires, alignments etc.

**Public Safety Director / Fire Chief Tim Adler**



## TOMAH AREA AMBULANCE SERVICE

### UNIT 264

This unit is a 2013 Ford Explorer.

Current Mileage is 117,285

This unit is in Good Condition.

Notes: This vehicle came from the Police Department fleet and is used for a fly car by the EMS Crew Leader on duty. This is used as a supervisor vehicle and for intercept services.



## TOMAH AREA AMBULANCE SERVICE

### UNIT 265

This unit is a 2019 Ford F450 that was purchased in 2020.

Current Mileage is 10,460

This unit is in Excellent Condition.

Note: This is the only four-wheel drive ambulance in our fleet.



## TOMAH AREA AMBULANCE SERVICE

### UNIT 266

This unit is a 2018 Ford E450 that was purchased in early 2019.

Current Mileage is 60,953

This unit is in Very Good Condition.

Note: This unit was a former demo model when it was purchased and was purchased to replace the previous unit that started on fire.



## TOMAH AREA AMBULANCE SERVICE

### UNIT 267

This unit is a 2018 Ford E450 that was purchased in late 2019.

Current Mileage is 62849

This unit is in Very Good Condition.

Note: This vehicle was a former demo model when it was purchased.



## TOMAH AREA AMBULANCE SERVICE

### UNIT 269

This unit is a 2017 Ford E450 that was purchased in late 2017.

Current Mileage is 97,086

This unit is in Very Good Condition.

Note: This vehicle was a former demo model when it was purchased.





## Director of Public Works Report

March 2021

### 1) Street Department

Gerke Excavating is crushing our pile of concrete and asphalt for repurposing on the city streets scheduled for resurfacing. The list of blocks the City Crew's intend to resurface include Saratoga St – Superior Ave to Mclean and Superior Ave to Kilbourn, Brownell St – Superior Ave to Kilbourn, and Monroe St. – Superior Ave to Mclean. We have no employees out on COVID related issues. Staff continues to separate to provide coverage. Distribution of the garbage totes with start on 3/30/21. We intend for this to take 7-10 days for distribution. Information outlining the new policies and pick up schedules will be attached to the new tote or sent via mail to those who already have two totes. April 12 will be the first day for the new scheduled pick up of garbage and recycling. Please follow us @CityofTomahpwu on facebook for the most current updates.

### 2) Sewer Department

The crews are televising those areas scheduled for replacement in the 5-year plan. Operations are normal. One employees is out on COVID issues. Staff continues to separate to provide coverage.

### 3) Water Department

Both the Sewer and Water Departments are helping gather information for the Audit, which is starting as of 3/8/21. Staff continues to separate to provide for coverage. We would like to encourage those individuals paying their utility bills in person at City Hall to place the payment in the drop box.

### 4) Lake Committee

The next Lake Committee Meeting is scheduled for 3/18/21 @ 5:00 pm via zoom and in person in the Council Chambers.

Respectfully Submitted

Kirk Arity

Director of Public Works

## **TOMAH PUBLIC WORKS AND UTILITIES EMPLOYEES**

### City Hall

Director – Kirk Arity

Administrative Assistant – Samantha Linehan

Bookkeepers – Patricia Marten, Kim Lambert

Custodian – Scott Donovan

### Water Department

Supervisor – Mark Rezin

Licensed Operators – Jeff Marten, Dennis Baldwin, Derek Nofsinger, Nathan Waege

Maintenance Workers –

### Sewer Department

Supervisor – Brandy Leis

Licensed Operators – Rod Sherwood,

Michael Linehan, Tom Bemis, Chad Richmond, Craig Dechant

Maintenance Worker –

### Public Works

Supervisor – Bill Kobleska

Mechanic – John Holmes

Equipment Operators – Stuart Westpfahl, Paul Marten, Joe Kube,

Corey Clay

Truck Drivers – Steve Schultz, Paul Steele,

Brad Rewey, Tony Newcomb, Justin Randall

Sanitation Operators – Lance Larson, Justin King, Mark Dixon



**Tomah Public Housing Authority & Community Development Block Grant  
Report to City of Tomah Common Council  
March 2021**

**Points of Interest:**

**Tomah Public Housing Authority (TPHA)**

**1. Lakeside Apartments –**

- a. 2021 Capital Grant Fund Program (CFP); 2/24/21 Initial Notice of awarded funds \$71,087
  - b. Capital Improvement projects – Funded with Operating Reserve Funds & Capital Grant
    - i. Apt# 7 - 2 Bedroom; vacant 10/31/20; Est Start 1/2021; Est completed 06/30/21; Est Cost \$32,000
    - ii. Apt# 21- 3 Bedroom; vacant 09/3/20; Est Start 1/2021; Est Completed 05/31/21; Est Cost \$32,000
- To Date - Units Completed = 20  
 Unit rehabs in progress = 2 (Apts 7 & 21 to be completed as funds become available)  
 Unit to be rehabbed in future/unscheduled = 6 (Unit Condition: 2 - poor; 4 - Fair/Good)

**Monthly Housing Program Stats:**

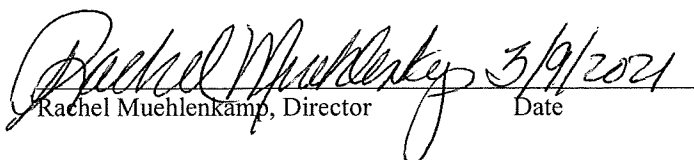
Housing Program	Number of Occupied Units	Number of Vacant Units	Comments
Tomah Manor	39	1	1 Vacant units: vacant unit(s) to be occupied by 4/1/21 98% Occupied Pending: 1 Notice to Vacate; 0 Lease Termination
Maple Grove – Duplex	2	0	0 Vacant units: vacant unit(s) to be occupied by NA 100% Occupied
Sr Center Apt	1	0	0 Vacant unit(s): vacant units to be occupied N/A 100% Occupied Pending: 0 Notice to Vacate; 0 Lease Termination
504 Waterman Av	3	0	0 Vacant units: vacant unit(s) to be occupied by NA 100% Occupied; 0 intent to vacate by NA
Lakeside Apartments	26	2	2 Vacant unit(s): 2 vacant units to be occupied by mid2021 93% Occupied Pending: 0 Notice to Vacate; 0 Lease Termination
Housing Vouchers	16	NA	16 Vouchers max. with lease-up based on funds available 0 Client(s) Issued Vouchers & Looking for housing 16 Client(s) Housed & Receiving Housing Assistance
Veterans Supportive Housing Vouchers	87	NA	100 Max Vouchers Available; 466 Client(s) Referred to date by Tomah VA 5 Client(s) with verification pending 369 Client(s) files closed, ineligible or no longer interested 5 Client(s) Issued Vouchers & Looking for housing 87 Client(s) Housed & Receiving Housing Assistance

**Community Development Block Grant (CDBG):**

- 1. On 3/6/2021 CDBG Broad reviewed & submitted recommendation to C/C for C/C action related to City of Tomah CDBG – Property for Sale Notice of Bid for 217 Sumner Av.

**Program Stats for 2021:**

CDBG Program	No. of Contacts or Inquiries	No. of Pending Applications	No. of Open/Work In Progress	YTD No. of Loans Closed	Comments
Home Rehabilitation	0	0	0	1	

Prepared By:  3/19/2021  
 Rachel Muehlenkamp, Director Date

# SENIOR & DISABLED SERVICES UPDATE

## Hello from Pam

<p><i>“The purpose of activities is not to kill time, but to make time live. Not too keep a person occupied, but to keep him/her refreshed. Not to offer an escape from life, but to provide a discovery for life”.</i> ~ Author Unknown</p>		
<p><b>“Happiness is not a destination. It is a method of life”</b> ~Burton Hills</p>	<p><b>“Laugh Often ~ Live Well ~ Love Much”</b></p>	<p><b>Do battle against prejudice and discrimination whenever you find it.”</b></p>

By ones and twos, clients that were sheltering-at-home are starting to venture out to the senior center for activities.

I am so happy the QUILTING group returned this month. I hope the pfeiffer and euchre groups are ready to return soon. We miss them. Precautions are still in effect to help protect each of you.

Working with RSVP (Retired Senior Volunteer Program) to be a RSVP station in Tomah.

**City of Tomah’s Senior & Disabled Services Dept.’s GOAL categories (1-9) and Report/Updates.**

<b>01</b>	<p><b><u>RECREATION &amp; LEISURE ACTIVITIES/GATHERING PLACE</u></b>  <i>GOAL: To maintain and grow programs, services and community events at the Senior Center.</i></p>
	<p><u>UPCOMING ACTIVITIES/EVENTS:</u>  <b>-ACTIVITIES/EVENTS:</b> In newsletter, calendar-pages 16-17; Listing of activities-pages 7-11.                  Due to client requests, we are adding another BINGO to the weekly calendar -1:00pm on Fridays.  <b>-MUSIC: We have a variety of music programs with awesome music &amp; performers.</b>                  In newsletter see page 11 for more information on the music programs. Come and enjoy the music, free of charge. Wear a mask, physical distance, sit back and enjoy!!!  <b>MARCH: 05:</b> Never Too Late Band; <b>12:</b> Kevin Mattson;  <b>19:</b> Shari Sarazin; <b>26:</b> Gospel Music by Richard &amp; Melodee, Leanne &amp; Lena;  <b>April 2:</b> None <b>09:</b> Skip Jones; <b>&amp; 16:</b> Shannon Hogie.  <b>-SURPRISE DESSERT BREAK</b> sponsored by Tomah Nursing &amp; Rehabilitation Center on third (3<sup>rd</sup>)Thursday at about 2:00pm (bingo break time). March 18.</p>
	<p><i>“Every person that you meet knows something you don’t; take the opportunity to learn from them.” ~by Unknown</i></p>
<b>02</b>	<p><b><u>EDUCATIONAL &amp; HEALTH PROGRAMS</u></b>  <i>GOAL: To maintain and grow programs/guest speakers at the Senior Center on educational, health and assistance programs/services.</i></p>
	<p><b><u>EDUCATIONAL &amp; HEALTH PROGRAMS</u></b>                  -COVID-19 is still limiting guest speakers from coming in to speak to groups.  <b>-BETTER HEARING</b> with Tom Vierling continues on 3<sup>rd</sup> Thursdays 9:00-11:00. March 18.  <b>-VISITING with OFFICER Delaney Hanrahan</b> on 4<sup>th</sup> Thursday, at about 12:15am. March 25.</p>
<b>03</b>	<p><b><u>DISABLED/SPECIAL NEEDS SERVICES</u></b>  <i>GOALS: -To continue the Loan Closet service.                  -To continue the Giving Closet service.                  -To maintain and grow services for the special needs population and their caregivers.                  -To continue to be involved in Monroe Count’s Dementia Friendly Coalition.</i></p>
	<p><b>-Dementia Resources:</b> Contact information for Dementia Friendly Coalition of Monroe County and for Wisconsin Alzheimer’s Association Support Groups &amp; Family Caregiver Education Programs in newsletter on page 14 under Resource Contact Information.  <b>-Lions Club Program for Eyeglasses/Hearing Aids:</b> Buckets are in the giving closet and by the front door area to donate old eyeglasses and hearing aids in these buckets.</p>

# SENIOR & DISABLED SERVICES UPDATE, continued from page 01

City of Tomah's Senior & Disabled Services Dept.'s GOAL categories (1-9) and **Report/Updates.**

## **City of Tomah's Senior & Disabled Services SPECIAL NEEDS AD HOC COMMITTEE** Committee formed in last quarter of 2018. **Meets 1<sup>th</sup> Wednesday 5:00pm monthly** (Open to public) at Senior Center. *They Volunteer their time for us.*

Patty Ambort-----	Parent/Caregiver
Pam Buchda-----	City of Tomah's Senior & Disabled Services Director
Francis "Trey" Hewuse--- <i>Chairperson</i> ----	Family/Caregiver, THS Special Education Teacher,
Mike Murray-----	City of Tomah Mayor/Senior & Disabled Services Board
Lauri Shumway----- <i>2<sup>nd</sup> Chairperson</i> --	Parent/Caregiver, Senior & Disabled Services Board
John Van Gundy-----	Community Member/Special Education Teacher
Mary Watkins----- <i>Secretary</i> -----	Parent/Caregiver, Retired Special Education Teacher

**04 VOLUNTEER PROGRAM: -We are grateful to all our volunteers. Thank You!!!**  
*GOAL: To maintain and build the volunteer program according to the needs of the department.*  
 -Some volunteer opportunities at the senior center are listed on page 31 in newsletter.

**05 PUBLIC RELATIONS/COMMUNITY INVOLVEMENT**  
*GOAL: To continue to work on raising community awareness of the City's Senior & Disabled Services Department and the Kupper Ratsch Senior Center and what is offered.*

**05** -Ongoing: **Come on down and check us out.** Take a tour, pick up a newsletter and visit.  
 -Ongoing: **Calls** received for **assist with finding/contacting resources** for various needs.  
 -Ongoing: **-Senior & Disabled Services Newsletter:** Worked on this monthly newsletter.  
 -Ongoing: Posting on the Tomah Senior Center **facebook** page.  
 -Ongoing: **Maintained existing and building new relationships, contacts, involvements and partnerships** with community organizations and businesses (somewhat limited due to COVID-19 and many people working from home).  
**-DEMENTIA FRIENDLY COALITION OF MONROE COUNTY** meetings 4<sup>th</sup> Tues. 2-3:30pm  
**-Rotary Club of Tomah** meets 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays at 12:00 at Taphouse Twenty.  
**-TASD School Board & committee meetings** as scheduled.

## **City of Tomah's SENIOR & DISABLED SERVICES BOARD (SDSB)** Committee formed in July 2000. Shall consist of Mayor, 2 Alderpersons, & 5 citizens. *They Volunteer their time for us.* Term shall be 2 years & aldermanic members shall be coextensive with their term of office. **Meets 1<sup>st</sup> Wednesday at 6:15pm in January, May, June, July, September, & October** (Open to public) at Senior Center.

2021 TERM		2022 TERM	
Susan Greeno, Citizen ( <i>2<sup>nd</sup> Chairperson</i> )		Mike Murray, Mayor	
Evelyn Noyes, Citizen ( <i>Secretary</i> )		Jenna Moser, Citizen	
Mary Watkins Citizen		Lauri Shumway, Citizen ( <i>Chairperson</i> )	
		Richard Yarrington, Alderperson	
		Shawn Zabinski, Alderperson	

*They Volunteer their time for us.*

**06 BUILDING/ MAINTENANCE**  
*GOAL: To maintain the building in good working order and a safe environment, and update, as needed, for safety and for changing/expanding needs.*

-Ongoing: Continue work on making the Senior Center feel "homey", with an **inviting & comfortable atmosphere.**  
 -Small **Maintenance Projects/Repairs** and dealing with **winter.**

**07 INCOME/BUDGET/DONATIONS**  
*GOAL: To operate the Senior Center within the budget, and procure funds, as needed and available, for maintaining and/or expanding services.*

-Ongoing: Worked on **monthly bills/invoices** and keeping track of the budgets.  
 -Ongoing: **In-House Fundraiser Projects:** Greeting cards, framed puzzles, & showcase items.  
 -Ongoing: **Donation of Items** for our monthly **Bingo Bash** (2<sup>nd</sup> Mondays) are welcome & help with our budget by decreasing expenses we may have incurred without the donations.  
**-Business, Groups, & Individuals who donated** -We are so blessed to have you all. Thanks

# SENIOR & DISABLED SERVICES UPDATE, continued from page 02

City of Tomah's Senior & Disabled Services Dept.'s GOAL categories (1-9) and **Report/Updates.**

<b>07</b>	<p><b><u>INCOME/BUDGET/DONATIONS</u></b>  <i>GOAL: To operate the Senior Center within the budget, and procure funds, as needed and available, for maintaining and/or expanding services.</i></p>
	<p>-Ongoing: Worked on <b>monthly bills/invoices</b> and keeping track of the budgets.          -Ongoing: <b>In-House Fundraiser Projects:</b> Greeting cards, framed puzzles, &amp; showcase items.          -Ongoing: <b>Donation of Items</b> for our monthly <b>Bingo Bash</b> (2<sup>nd</sup> Mondays) are welcome &amp; help with our budget by decreasing expenses we may have incurred without the donations.  <b>-Business, Groups, &amp; Individuals who donated</b> -We are so blessed to have you all. Thanks</p>

<b>08</b>	<p><b><u>MEAL SITE</u></b>  <i>GOAL: -To continue to provide a meal program at the Senior Center.          -To continue to partner with Monroe County to provide meals at the Senior Center.</i></p>
	<p><b><u>MEAL SITE</u></b>  <b>-The Meal Site is CLOSED for in-house dining only</b> since March 17 due to COVID-19, and is continuing to give participants the choice of home-delivered meals or pick-up meals.</p>

<b>09</b>	<p><b><u>SENIOR &amp; DISABLED SERVICES DEPARTMENT EMPLOYEES</u></b>  <i>GOAL: To maintain an effective, positive employee team for the City's Senior &amp; Disabled Services Department.</i></p>
	<p><b>Besides the Activities/Events, Programs and regular everyday things at the Senior Center and what has been reported in the other sections of this report...</b>          -Busy making us comfortable with <b>seasonal decorations</b> &amp; keeping the place clean.          -Keeps the <b>Loan Closet &amp; the Giving Closet</b> all clean and organized, a major feat in-of-itself.          -City <b>Staff Meetings for Department Heads</b> on 1<sup>st</sup>, 3<sup>rd</sup> &amp; 5<sup>th</sup> Tuesdays at 8:30am.          -Monthly Report at <b>City Council</b> meeting on 2<sup>nd</sup> Tuesdays at 6:30pm at City Hall.  <b>-Special Needs Ad Hoc Committee</b> meetings 1<sup>st</sup> Wed. at 5:15pm monthly.  <b>-MiPay Training</b> on March on Wednesday, March 03 in the morning.  <b>-Minutes Training</b> for employees and committee/board secretaries (volunteers) on Wed, Feb. 10,2021.</p>



**EMPLOYEE APPRECIATION DAY**  
 From Wikipedia, the online encyclopedia  
 Employee Appreciation Day is an unofficial holiday OBSERVED ON THE FIRST FRIDAY in March (**March 05, 2021**). It is a day for companies to thank their employees for their hard work and effort throughout the year.  
**Here at the Senior Center on Thursday, March 4,** (she is not usually here on Fridays) **let's take time to appreciate and thank Diane for all she does and for her friendly, thoughtful way.**  
**THANK YOU DIANE! You are appreciated!**



By the time this newsletter is out, you will probably already know that Diane is resigning/retiring as of Friday, March 5, 2021.  
 Since she doesn't normally work on Fridays, I am thinking her last day will be Thursday, March 4. Let's give her a good send-off. We will miss her terribly here. However, she has said now maybe she will be able to come back and play bingo with the bingo players.  
 We will be going through a hiring process to fill the part-time Senior & Disabled Services Aide job.

**CITY OF TOMAH**

**POSITION: Senior & Disabled Services Aide**  
**DEPT: Senior & Disabled Services**  
**CLASSIFICATION: Non-Exempt \ Non-Represented**  
**SUPERVISOR: Senior & Disabled Services Director/Supervisor**  
**PAGE: 1 of 2**

**Prepared: August 2011; Council Approved: September 13, 2011.**  
**Updated: February 2021; Council Approved: March 16, 2021**

**GENERAL DESCRIPTION OF DUTIES:**

Under supervision of the Senior and Disabled Services Director, this position is responsible for set-up and clean-up of scheduled activities, food and equipment inventory control, including receipt and distribution, record keeping, custodial duties and customer service. Work schedule may vary and is assigned by the Director.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Any one position may not include all the duties listed, nor do the examples listed include all the duties that may be found in this position.

- 1 Set-up and clean-up for activities, guest speakers and events.
- 2 Assist in activity and event planning and implementation.
- 3 Assist in fundraising.
- 4 Organize and clean items in loan closet (disinfect), giving closet, library, bingo bash, and other items as donated and/or procured. Stocks and distributes donated food items, equipment, supplies and other items to clients, as determined with Director.
- 5 Performs inside and outside custodial duties (such as plant care, vacuuming, sweeping, table bussing, cleaning bathrooms, disinfecting, trash removal, window/glass cleaning, and dusting) on all levels/floors of Senior Center.
- 6 Seasonal decorating to provide a friendly, inviting, and upbeat atmosphere inside and outside of senior center.
- 7 Works with volunteers.
- 8 Assists clients with transportation concerns.
- 9 Answers telephone and gives direction to the general public.
- 10 Keeps records as directed such as activity attendance, schedules, purchases and expenditures.
- 11 Shopping and errands as assigned.
- 12 Participates in in-services, training and education as assigned.
- 13 Ability to identify what needs to be done and follow up on it.
- 14 The City of Tomah has adopted rules and regulations established for the safety of its employees in the performance of their jobs. It is the responsibility of every employee of the City of Tomah to follow safety rules and regulations.
- 15 Performs other duties as assigned.

*Continued on page 2*

**POSITION: Senior & Disabled Services Aide**  
**DEPT: Senior & Disabled Services**  
**PAGE: 2 of 2**

**EDUCATION AND EXPERIENCE REQUIRED:**

1. 3 or more years of experience in long term care, assisted living, Independent Care or Senior Center.
2. Ability to pass care givers background check.
3. Ability to operate office equipment such as telephone, FAX, PC, copier.
4. Computer skills such as Microsoft Word
5. Ability to maintain records and files.
6. Certified Nursing Assistant Training preferred.

**PHYSICAL REQUIREMENTS:**

1. Frequent twisting.
2. Reaches above and below shoulder height.
3. Occasional bending.
4. Lifts and carries up to 50 pounds.
5. Occasionally operates office equipment.
6. Climb step ladder.
7. Travel up and down stairs.
8. Twenty (20) percent of the day spent sitting.
9. Forty (40) percent of the day spent standing.
10. Forty (40) percent of the day spent walking.

**PHILOSOPHY AND GOALS:**

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

Employees shall actively employ diligent care of department/city equipment and resources.

Employees must further a personal commitment to physically and mentally maintain the highest level of professional appearance and actions reflecting skill and enthusiasm in all assignments and duties.

Employees must provide to the public a trust in the department by always being honest, fair, diligent, and courteous.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Date

## CITY OF TOMAH

~~POSITION: Sr. & Disabled Services Aide DEPT: Senior & Disabled Services~~  
~~SUPERVISOR: Sr. & Dis. Serv. Dir. CLASSIFICATION: Non-Exempt~~  
 Non-Represented

POSITION: Senior & Disabled Services Aide  
 DEPT: Senior & Disabled Services  
 CLASSIFICATION: Non-Exempt \ Non-Represented  
 SUPERVISOR: Senior & Disabled Services Director/Supervisor  
 PAGE: 1 of 2

Prepared: August 2011; Council Approved: September 13, 2011.  
 Updated: February 2021; Council Approved: March 16, 2021

**GENERAL DESCRIPTION OF DUTIES:**

Under supervision of the Senior and Disabled Services Director, this position is responsible for set-up and clean-up of ~~participation in~~ scheduled activities, food and equipment inventory control, including receipt and distribution, record keeping, and custodial duties and customer service. Work schedule may vary and is assigned by the Director.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Any one position may not include all the duties listed, nor do the examples listed include all the duties that may be found in this position.

- ~~1. Participates in assigned Senior activities, parties and in-services.~~
- 1 Schedules Set-up and clean-up for activities, guest speakers and events.
- 2 Assist in activity and event planning and implementation.
- 3 Assist in fundraising.
- 4 Organize and clean items in loan closet (disinfect), giving closet, library, bingo bash, and other items as donated and/or procured. Stocks and distributes donated food items, and equipment, supplies and other items to clients, Seniors as determined with Director.
- 5 Performs inside and outside custodial duties (such as plant care, vacuuming, sweeping, table bussing, cleaning bathrooms, disinfecting, trash removal, window/glass cleaning, and dusting) on all levels/floors of Senior Center.
- 6 Seasonal decorating to provide a friendly, inviting, and upbeat atmosphere inside and outside of senior center.
- 7 Works with Senior volunteers.
- 8 Assists clients Seniors with transportation concerns.
- 9 Answers telephone and gives direction to the general public.
- 10 Keeps records as directed such as activity attendance, schedules, purchases and expenditures.
- 11 Shopping and errands as assigned.
- 12 Participates in in-services, training and education as assigned.
- 13 Ability to identify what needs to be done and follow up on it.
- 14 The City of Tomah has adopted rules and regulations established for the safety of its employees in the performance of their jobs. It is the responsibility of every employee of the City of Tomah to follow safety rules and regulations.
- 15 Performs other duties as assigned.

*Continued on page 2*

**POSITION: Senior & Disabled Services Aide**  
**DEPT: Senior & Disabled Services**  
**PAGE: 2 of 2**

**EDUCATION AND EXPERIENCE REQUIRED:**

~~Certified Nursing Assistant Training preferred.~~

1. 3 or more years of experience in long term care, assisted living, Independent Care or Senior Center.
2. Ability to pass care givers background check.
3. Ability to operate office equipment such as telephone, FAX, PC, copier.
4. Computer skills such as Microsoft Word
5. Ability to maintain records and files.
6. Certified Nursing Assistant Training preferred.

**PHYSICAL REQUIREMENTS:**

1. Frequent twisting.
2. Reaches above and below shoulder height.
3. Occasional bending.
4. Lifts and carries up to 50 pounds.
5. Occasionally operates office equipment.
6. Climb step ladder.
7. Travel up and down stairs.

**PHYSICAL REQUIREMENTS (Continued):**

8. Twenty (20) percent of the day spent sitting.
9. Forty (40) percent of the day spent standing.
10. Forty (40) percent of the day spent walking.

**PHILOSOPHY AND GOALS:**

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

Employees shall actively employ diligent care of department/city equipment and resources.

Employees must further a personal commitment to physically and mentally maintain the highest level of professional appearance and actions reflecting skill and enthusiasm in all assignments and duties.

Employees must provide to the public a trust in the department by always being honest, fair, diligent, and courteous.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Date



INVESTMENTS JANUARY 31, 2021

INVESTED		AMOUNT	RATE	DUE	CALL
FINAL		FUND 01 GENERAL FUND-	4,848,686.69		
MBS	Wells Fargo Bk West LV	C/D 100,000.00	1.8000	12/13/22	
MBS	Wells Fargo Bk West LV	C/D 100,000.00	1.9000	01/17/23	
MBS	UBS Bk Salt Lake City	C/D 98,000.00	3.0000	06/14/21	
MBS	Texas Exchange Bk	C/D 200,000.00	0.8500	09/10/20	
MBS	Sallie Mae Bk Salt Lake	C/D 100,000.00	1.9500	08/22/22	
RBC	Morgan Stanley Pvt Bank	C/D 70,000.00	0.7500	01/27/28	
RBC	Bridgewater Bk	C/D 60,000.00	0.2500	09/20/27	
RBC	Live Oak Bk	C/D 100,000.00	0.6000	10/08/26	
RBC	Discover Bk Greenwood Del	C/D 30,000.00	3.0000	08/16/21	
RBC	Morgan Stanley Bk N A Utah	C/D 50,000.00	3.0000	08/16/21	
RBC	Morgan Stanley Bk N A Utah	C/D 145,000.00	3.0000	08/23/21	
RBC	Ally Bank Midvale UT	C/D 121,000.00	3.0000	08/30/21	
RBC	Comenity Cap Bk Utah	C/D 80,000.00	2.8500	02/15/22	
RBC	Capital One Bk USA Natl Assn	C/D 30,000.00	2.3500	06/20/22	
RBC	Merric Bk South Jordan UT	C/D 130,000.00	1.8000	08/22/22	
RBC	BMW Bk North Amer Salt Lake	C/D 100,000.00	1.8500	10/11/22	
RBC	Synchrony	C/D 100,000.00	1.0500	03/27/23	
RBC	State Bank of India NY	C/D 245,000.00	1.0500	06/10/25	
RBC	Texas Exchange Bk Crowley	C/D 155,000.00	1.0000	06/19/25	
RBC	Toyota Fin Svgs Bank	C/D 100,000.00	0.9000	11/30/27	
F&M KEND		C/D 118,074.26	1.9000	01/15/20	
Bank First	28095	C/D 174,144.91	0.8000	06/19/22	
Bank First	43439	C/D 168,333.05	2.2500	05/22/21	
LGIP		TF 5,930.41			
RBC		MM 41,029.57			
Bank First		M/M 1,409,570.13			
Bank First	Tax Account	M/M 0.00			
Bank First	ED	M/M 84,056.31			
CCF	ISC SWEEP ACCOUNT	M/M 712,108.28			
CCF		M/M 21,439.77			
		FUND 07 DEBT -	\$356,474.46		
LGIP		T/F 7,473.97			
Bank First		M/M 349,000.49			
		FUND 08 CAPITAL-	189,263.56		
LGIP		T/F 83,174.01			
Bank First		M/M 80,590.53			
CCF		M/M 25,499.02			
		FUND 02 LAKE -	\$243,666.00		
RIA		C/D 14,804.36	1.8500	03/03/21	
LGIP		TF 27,188.44			
RIA		M/M 201,673.20			
		FUND 04 CDBG -	\$178,833.06		
TACU		CK 1,432.93			
TACU		SAVINGS 91,842.26			
Bank First		CK 1,134.48			
Bank First		SAVINGS 84,423.39			

INVESTED			AMOUNT	RATE	DUE	CALL
			SEWER DEPT -	\$3,946,524.48		
RBC	BMO Harris Bk	C/D	215,000.00	0.3000	12/28/23	
RBC	Magnolia Bk Inc KY	C/D	100,000.00	0.3500	04/30/24	
RBC	Morgan Stanley Bk N A Utah	C/D	50,000.00	3.0000	08/09/21	
RBC	Third Fed Svgs & LN Assn OCD	C/D	102,000.00	2.5000	01/31/22	
RBC	Sallie Mae Bk	C/D	65,000.00	2.7500	03/21/22	
RBC	Cap One VA	C/D	178,667.00	2.3500	06/20/22	
RBC	Morgan Stanley Bk N A Utah	C/D	175,000.00	1.9000	08/22/22	
RBC	Capital One Bk USA Nat	C/D	45,000.00	1.9000	08/22/22	
RBC	Merrick Bk South Jordan UT	C/D	15,000.00	1.8000	08/22/22	
Bank First	43411	C/D	129,123.13	2.2500	05/17/21	
Bank First	28089	C/D	133,571.60	0.8000	06/19/22	
LGIP		T/F	540,972.56			
RBC		M/M	13,709.47			
CCF		M/M	403,270.19			
CCF	ICS Sweep	M/M	260,767.17			
Bank First		M/M	1,141,410.04			
Bank First	CLEARING ACCT	M/M	378,033.32			
			WATER DEPT -	\$3,781,856.31		
RBC	Texas Echange	C/D	90,000.00	0.6000	05/18/25	
RBC	Comenity Cap Bk Utah	C/D	90,000.00	3.0000	08/30/21	
RBC	Goldman Sach Bank	C/D	245,000.00	3.1500	12/20/21	
RBC	Citibank National Association	C/D	55,000.00	2.7500	02/28/22	
RBC	Comenity Cap Bk Utah	C/D	75,000.00	2.8000	02/28/22	
RBC	Wells Fargo Bank	C/D	93,000.00	2.6000	04/12/22	
RBC	Cap One VA	C/D	36,333.00	2.3500	06/20/22	
RBC	TIAA Jacksonville	C/D	211,000.00	2.1000	07/29/22	
RBC	Bryn Mawr TR Co PA	C/D	245,000.00	1.7000	03/06/23	
RBC	Lakeland Bk NFLD NJ	C/D	245,000.00	1.1500	03/30/23	
RBC	BMW BK North Am Salt Lake	C/D	35,000.00	1.8500	10/11/22	
RBC	Flagstar Bk Troy Mich.	C/D	245,000.00	0.4500	08/14/24	
RBC	Toyota Fin Svgs Bank	C/D	145,000.00	0.9000	11/30/27	
RBC	BMW BK North Am Salt Lake	C/D	110,000.00	1.6500	02/28/23	
LGIP		TF	22,410.97			
CCF		M/M	381,447.79			
CCF	ISC SWEEP ACCOUNT	M/M	1,081,485.18			
RBC		M/M	77,889.96			
Bank First	CLEARING ACCT	M/M	298,289.41			
			13,545,304.56			
TOTAL IN EACH INSTITUTION						
	Bank First		\$4,431,680.79			
	Multi-Bank Securities, Inc.		\$598,000.00			
	CCF		\$2,886,017.40			
	Farmers & Merchants Bank Kendall		\$118,074.26			
	Local Government Investment Pool		\$687,150.36			
	RIA Federal Credit Union		\$216,477.56			
	USB Financial Services		\$0.00			
	RBC Wealth Management		\$4,514,629.00			
	Tomah Area Credit Union		\$93,275.19			
			\$13,545,304.56			

Fund	Previous Balance	
GENERAL	\$	5,741,680.86
WATER	\$	559,621.79
SEWER	\$	334,126.87

## CASH REPORT FOR JANUARY 2021

Receipts		Disbursements	
\$	5,313,034.08	\$	4,259,838.37
\$	67,449.70	\$	395,009.00
\$	28,603.53	\$	186,772.94

Ending Balance

\$	6,794,876.57
\$	232,062.49
\$	175,957.46

The COMMON COUNCIL of the City of Tomah met in REGULAR SESSION February 09, 2021 at 6:00 p.m. with Council President Donna Evans presiding in the Municipal Building, 819 Superior Avenue, Tomah WI. Due to COVID-19 concerns, the General Public was able to access the meeting as follows:

Zoom Meeting at: <https://zoom.us/j/7689466740?pwd=dEdLR2hXK0ZYMk1qNU5vNFlwMzdSZz09>  
Meeting ID: 768 946 6740 Password: Tomah2020

or

Dial by your location +1 312 626 6799 US (Chicago)  
Meeting ID: 768 946 6740 Password: 546782713

Following the Pledge of Allegiance, roll call was taken with the following members present: Evans, Dean Peterson, Lamont Kiefer, Travis Scholze, Jeff Cram, Richard Yarrington, Adam Gigous, Shawn Zabinski (remote). Absent: Mike Murray. Quorum present. Also present: City Administrator Bradley Hanson, City Clerk Becki Weyer, Treasurer Julia Mann, Senior & Disabled Services Coordinator Pam Buchda, Building Inspector Shane Rolf (remote), Public Works Director Kirk Arity, City Atty. Penny Precour, Public Safety Director/Fire Chief Tim Adler, and Convention & Visitor’s Bureau (CVB) Director Tina Thompson.

**Adjourn to Closed Session:**

Motion by Peterson by, second by Gigous, to adjourn into Closed Session pursuant to Wisconsin State Statute 19.85 (1) (e) deliberating or negotiating the purchasing of public properties regarding the possible relocation of the City's Fire Department from one of many possible sites located along Superior Avenue, and 19.85 (1) (g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding: (i.) City acquired and daily used equipment and (ii.) possible litigation from an individual member of the City's leadership team. Motion carried.

**Anyone Desiring to Appear Before the City Council:**

Dr. Hanson from the Tomah Area School District appeared via Zoom to introduce himself and give a quick update on the School District.

Deb Reid appeared via zoom to let the council know about an All-terrain Vehicle/Utility Task Vehicle (ATV/UTV) Rotary Rally for the Guinness Book of World Records on September 17 and 18, 2021 at Recreation Park. The goal is to set a new world record for the most ATV’s in a parade. Reid asked for questions or concerns from the council. This will help to increase tourism to Tomah.

**Consent Agenda:**

Motion by Yarrington second by Gigous to approve the following Consent Agenda Items:

- December 2020 Cash & Investment Report
- Minutes from January 12, 2021
- Special Event Outdoor Cabaret License Applications from Greater Tomah Area Chamber of Commerce
- Special Beer & Wine Permit Application for Tomah Baseball Club Inc.
- Fire Dept Funds Annual Audit 2020

Motion carried.

**Reports:**

**Mayor:** Mayor was not in attendance. Evans gave caution to the community to stay warm and safe and to take care of elderly neighbors in this cold weather. The snow piles are higher near driveways, use caution around and watch for children.

**City Clerk:** Spring Primary will be held February 16<sup>th</sup> in the Council Chambers, Matthew Baumgartner started as the part time Deputy City Clerk on February 8th, provided details with the End of the Year Reporting, and working with staff on updating the Tomah City Employee Handbook and a new employment application.

**City Administrator:** Hanson provided a written report. Hanson reiterated that his goal for the City is bettering the City by revenue generation, saving money, and unifying the City.

**Treasurer:** The Consent Agenda approved the December 2020 Cash & Investment Report.

**Library Director Keller** was unable to attend.

**Tomah Public Housing & Community Development Block Grant:** Muehlenkamp provided a monthly written report. There is a property available at 217 Sumner Avenue. Sealed bids are being accepted through February 26, 2021. Those interested in purchasing should contact Director Muehlenkamp for more information.

**Senior & Disabled Services:** Coordinator Buchda provided a written monthly report. Information about the 2021 AARP tax preparation is available at the Sr. Center for those who would like to know more. Coordinator Buchda outlined the music programs lined up for the next month. Information is available in the monthly newsletter. Bingo went well for Freezefest.

**Planning & Building Inspection:** Building Inspector Rolf provided a monthly report and summarized current projects. Copies of permits or plans are available as public record.

**Chamber/Convention & Visitors Bureau:** The Chamber has received notification that the street closures for Downtown Thursday Nights (DTN) have been approved, the 2021 Area Guide is progressing, their new website is up and running, a local ATV club is creating a map guide and has space available for advertisements for 25 dollars each, assisting the Fire Department with their 150<sup>th</sup> anniversary event, and the tractor pull is still projected to occur this year.

**Committee of the Whole:**

**"Class A" Liquor License Application for Tomah Mini Mart LLC:** Motion by Kiefer, second by Scholze, to approve the Class A Liquor License application for Tomah Mini Mart LLC. Motion carried.

**Secondhand Article Dealer License Application for Steel Neal's Welding & Creations:**

Motion by Scholze, second by Kiefer to approve the Secondhand Article Dealer License Application for Steel Neal's Welding & Creations. Motion carried.

**Taxicab Driver's License Appeal for Christopher Matthew:** After a lengthy discussion between the council, Atty. Precour, and Christopher Matthew, Atty. Precour advised Council to postpone action until she can complete her legal research. Motion by Scholze, second by Zabinski to postpone the decision to approve the Taxi license until the next Council meeting. Motion carried.

**Conditional Use Permit for Mark Tralmer:** Motion by Kiefer, second by Peterson, to approve the Conditional Use Permit for Mark Tralmer to install a wall sign projecting over the public sidewalk at 1101 Superior Ave. Motion carried.

**Presentation on Transportation Utility with Ruekert & Mielke & study proposal:** Ruekert & Mielke Bridgot Margot presented on the implementation of a Transportation Utility for the City.

Motion by Kiefer, second by Yarrington to table this issue until more information is received from Public Works. Motion carried without negative vote.

**Complete Hotel Comprehensive Study for Economic Development purposes:**

Motion by Kiefer, second by Peterson, to postpone the hotel study until March the 16<sup>th</sup> Meeting. Motion carried.

**Resolution: Tax Incremental Financing District City Internal Loan Interest Payments:**

Motion by Yarrington, second by Kiefer to approve the Resolution: Tax Incremental Financing District City Internal Loan Interest Payments. Motion carried without negative vote.

RESOLUTION 2021-02-09-02

APPROVING THE TRANSFER OF TAX INCREMENTAL FINANCING DISTRICT (TIF OR TID) 9 AND 10, DONOR TIDS, TO TID 8, THE DONEE TID AND THEN TO THE CITY OF TOMAH'S GENERAL FUND, WATER, AND WASTEWATER (SEWER) FUNDS TO ASSIST WITH THE REPAYMENT OF THE CITY'S INTERNAL LOANS TO TID 8

WHEREAS, TIDs are created with the understanding that any and all outstanding debt will have a payment and interest charge established with the debt; and

WHEREAS, there is no exception to TID 8 regarding this requirement; and

WHEREAS, according to the Board of Commissioners of Public Lands on February 1, 2021 the interest rate for new loans was at "4.00%" for loans with a repayment of 11 – 20 years; and

WHEREAS, the priorities of TID 8, or any other TID is to (1) repay the principal and interest of any debt and (2) complete projects within the TID to ensure its economic survivability; and

WHEREAS, the City of Tomah provides these guidelines for TID repayments from any current or future created TIDs (1) repay the principal and interest of any non-city funded loans, (2) pay the interest for any City funded loans, (3) complete projects within the TID to ensure its economic survivability, and (4) repay any internal City loans principal with a priority to the General Fund, then any other funds with the lowest amount first; and

WHEREAS, the aforementioned interest payments shall be calculated on the December 31 balances of the previous year as determined by the City's appointed Auditor for apportionment in the City's appropriate funds where the internal loans originated from;

NOW THEREFORE, BE IT RESOLVED that the City of Tomah Council agrees and approves the transfer of funds as described herein as interest payments from TID 8 December 31, 2019 ending balance at an interest rate of 3.5% and directs City staff and Auditor to use these funds for in the following manner within the 2020 fiscal year:

- General Fund principal loan of \$45,145.00 @ 3.5% interest: \$ 1,580.08
- Water Services Fund principal loan of \$70,822 @ 3.5% interest: \$ 2,478.77
- Wastewater Fund principal loan of \$2,499,506 @ 3.5% interest: \$ 87,482.71

NOW THEREFORE, BE IT further RESOLVED in the event TID 8 is unable to make these payments, then the interest payments shall be added to the principal of each internal outstanding loan.

PASSED AND APPROVED by the City of Tomah Council, Monroe County, Wisconsin this 9<sup>th</sup> day of February, 2021.

\_\_\_\_\_  
MIKE MURRAY, MAYOR

\_\_\_\_\_  
ATTEST: REBECCA WEYER, CITY CLERK

**Resolution: COVID-19 Vacation Coverage Buy Back:**

Motion by Cram, second by Gigous, to approve the Resolution: COVID-19 Vacation Coverage Buy Back. Motion carried without negative vote.

RESOLUTION 2021-02-09-03

APPROVING THE OPPORTUNITY FOR CITY EMPLOYEES TO RELINQUISH EARNED VACATION TIME UP TO ONE WORK WEEK OF 40 HOURS OR EQUIVALENT TO HALF A PAYROLL PERIOD FOR THEIR CURRENT COMPENSATION RATE FOR ALL EMPLOYEES DUE TO COVID-19 RESTRICTIONS AND INABILITY TO USE ALL OF THEIR TIME AS REQUIRED BY CURRENT POLICY

WHEREAS, 2020 was a unique and trying year with the outbreak of COVID-19; and

WHEREAS, many employees were unable to take their required amount of vacation due to the nature of public employees' and their designated "essential workers" to ensure the City continued to function; and

WHEREAS, some of those employees are at their capacity and due to scheduling conflicts may not be able to take the required time off prior to their current vacation time; and

WHEREAS, it is in the best interest to provide a one-time opportunity to relieve them of the stress with the possibility losing their earned vacation due to circumstances beyond their control, which also came at the City's benefit to ensure the City was able to provide the services needed by the City's residents as many were now at home for school and work; and



WHEREAS, when personal time off benefits are used by one employee, some departments have to ensure adequate coverage, thereby nearly 80% of those covering staff members are being compensated at overtime rates;

NOW THEREFORE, BE IT RESOLVED that the City of Tomah Council agrees and approves the one-time benefit for all permanent full-time employees for up to 40-hours of vacation time at their regular rate of compensation, which must be completed no later than April 1, 2020.

PASSED AND APPROVED by the City of Tomah Council, Monroe County, Wisconsin this 9<sup>th</sup> day of February, 2021.

\_\_\_\_\_  
MIKE MURRAY, MAYOR

\_\_\_\_\_  
ATTEST: REBECCA WEYER, CITY CLERK

**Resolution to assign Crossing Guard duties to the Tomah Area School District:**

Motion by Scholze, second by Yarrington, to refer this issue to the Joint City/School Planning Committee. Motion carried.

**Resolution Amending the City of Tomah Flexible Benefits Plan:** Motion by Gigous, second by Peterson, to approve the Resolution Amending the City of Tomah Flexible Benefits Plan. Motion carried.

**Resolution No: 2021-02-09-04**

**FLEXIBLE BENEFITS PLAN CONSOLIDATED APPROPRIATIONS ACT (CAA) AMENDMENT**

**ARTICLE I PREAMBLE**

- 1.1 **Adoption and effective date of amendment.** The Employer adopts this Amendment to The City of Tomah Flexible Benefits Plan (the "Plan"). The sponsor intends this Amendment as good faith compliance with the requirements of these provisions. This Amendment shall be effective on or after the date the Employer elects in Section 2.1 below.
- 1.2 **Supersession of inconsistent provisions.** This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section, or other numbering designations.

**ARTICLE II ELECTIONS**

- 2.1 **Effective Date.** The provisions of this Amendment, unless otherwise indicated are effective as of January 1st, 2021 (the "Effective date").
- 2.2 **H.R. 133 Consolidated Appropriations Act Amendment(s).** The Employer hereby amends the Plan as follows:

**Carry Forward Rule for Dependents who Aged Out During Pandemic**

On December 27, 2020, H.R. 133 Consolidated Appropriations Act was signed into law, impacting section 125 cafeteria plans. This guidance is designed to provide temporary flexibility for employers and employees and assist with the National response to the 2019 Novel Coronavirus outbreak (COVID-19).

Effective as of the effective date, the Employer amends their plan to allow for reimbursement out of Dependent Care Flexible Spending Arrangements for dependents up to a maximum age of 13 (increased from 12) for any dependent who attained age 13 during the last plan year where the participant enrolled during regular open enrollment in a Daycare Flexible Spending Arrangement by January 31, 2020. And for any remaining funds carried forward into the subsequent plan year.

- 1) In general-In the case of any eligible employee, section 21(b)(1)(A) of the Internal Revenue Code of 1986 shall be applied by substituting "age 14" for "age 13" for purposes of determining the dependent care assistance which may be paid or reimbursed with respect to such employee under the dependent care flexible spending arrangement referred to in paragraph (3)(A) with respect to such employee during—

- (A) the plan year described in paragraph (3)(A), and
- (B) in the case of an employee described in paragraph (3)(B)(ii), the subsequent plan year.

(2) Application of subsequent plan year limited to unused balance from preceding plan year. Paragraph (1)(B) shall only apply to so much of the amounts paid for dependent care assistance with respect to the dependents referred to in paragraph (3)(B) as does not exceed the unused balance described in paragraph (3)(B)(ii).

(3) Eligible Employee. For purposes of this section, the term “eligible employee” means any employee who—

(A) is enrolled in a dependent care flexible spending arrangement for the last plan year with respect to which the end of the regular enrollment period for such plan year was on or before January 31, 2020, and

(B) has one or more dependents (as defined in section 152(a)(1) of the Internal Revenue Code of 1986) who attain the age of 13—

(i) during such plan year, or

(ii) in the case of an employee who (after the application of this section) has an unused balance in the employee’s account under such arrangement for such plan year (determined as of the close of the last day on which, under the terms of the plan, claims for reimbursement may be made with respect to such plan year), the subsequent plan year.

**Carryover of Unused Funds in Health and Dependent Care Flexible Spending Arrangements for 2020 and 2021 Plan Years.**

On December 27, 2020, H.R. 133 Consolidated Appropriations Act was signed into law, impacting section 125 cafeteria plans. This guidance is designed to provide temporary flexibility for employers and employees and assist with the National response to the 2019 Novel Coronavirus outbreak (COVID-19).

Effective as of the effective date, the Employer amends their plan to allow the carryover of unused funds from plan year 2020 to plan year 2021 and unused funds from plan year 2021 to plan year 2022.

For plan years ending in 2020 and 2021, a plan that includes a health flexible spending arrangement or dependent care flexible spending arrangement shall not fail to be treated as a cafeteria plan under the Internal Revenue Code of 1986 merely because such plan or arrangement permits participants to carryover (similar to the rules applicable to health flexible spending arrangements) any unused benefits or contributions remaining in any such flexible spending arrangement from such plan years to the plan year ending in 2021 and 2022.

These changes permit participants to carryover any unused benefits or contributions remaining in their 2020 and 2021 flexible spending arrangement from such plan year to the subsequent plan year.

The carryover guidance is an extension of coverage that is not HSA compatible, consequently any employee with unused amounts remaining at the end of a plan year or grace period ending in 2020 or 2021 will not be eligible to contribute to an HSA during the extend period (unless the FSA is a limited FSA).

**Section 125 Change in Status under the Health or Dependent Care FSA**

Effective as of the effective date, the Employer amends their plan to allow for the below change in status flexibility. This is a temporary change effective only for the plan year ending in 2021.

On December 27, 2020, H.R. 133 Consolidated Appropriations Act was signed into law, impacting section 125 cafeteria plans. This guidance is designed to provide temporary flexibility for employers and employees and assist with the National response to the 2019 Novel Coronavirus outbreak (COVID-19). These changes permit, under certain circumstances, prospective changes to health and dependent care FSA elections as follows:

- a) employees may revoke a health FSA election, make a new election, or decrease or increase an existing election on a prospective basis; and
- b) employees may revoke a dependent care FSA election, make a new election, or decrease or increase an existing election on a prospective basis.

Employers are not required to allow unlimited election changes but may determine the extent to which such changes are permitted and applied. Any change allowed shall not permit a revocation or decrease in election below the amount already disbursed.

This amendment has been executed this \_\_\_9th\_\_\_ day of \_\_\_February\_\_\_, 2021\_\_.

Name of Employer: \_\_\_\_\_ City of Tomah \_\_\_\_\_

By: City of Tomah  
Mayor

[Signature Line]

**Senior & Disabled Services Center Contract Agreement with Monroe County:** Motion by Yarrington, second by Cram, to approve the Senior & Disabled Services Center Contract Agreement with Monroe County. Motion carried.

**Bid Approval for Automated Garbage Totes:** Motion by Gigous, second by Scholze to approve the purchase of 3,000 totes in the amount of \$154,125.00 to complete the rollout of the two-tote automated garbage and recycling system for the City. Motion carried.

**Request for Approval to purchase materials to repair Buckley Park Scout Cabin:** Motion by Kiefer, second by Yarrington to approve the request to purchase materials to repair the Buckley Park Scout Cabin. Motion carried.

**Approval of Replacement of Air Handling Unit:** Motion by Gigous, second by Zabinski, to approve the purchase of an air handling unit replacement in the amount of \$172,020.25. Motion carried.

**Resolution Authorizing Payment of Monthly Bills:**

Motion by Kiefer, second by Scholze, to approve the Resolution Authorizing the Payment of Monthly Bills for January in the amount of \$3,867,382.58. Motion carried without negative vote.

**RESOLUTION NO. 2021-02-09-05**

**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 2021 | \$ 3,328,888.14 | Check #'s 129179-129223        | 129236-129370 |
| Pre-Paid Checks 2020    | \$ 227,011.86   |                                |               |
| 2. Payroll              | \$ 263,165.06   | Direct Deposit #'s 62187-62459 |               |
| 3. Wire Transfers       | \$ 28,267.57    |                                |               |
| 4. Invoices             | \$ 20,049.95    | Check #'s                      | 129425-129457 |

Total: \$ 3,867,382.58

Dated this 9th day of February, 2021

Michael Murray, Mayor

ATTEST: Rebecca Weyer, City Clerk

**Ehlers information and Presentation on Debt Refinancing:** Ehler's, Inc. Public Finance Advisors' Dave Ferris appeared via Zoom to present information on Debt Refinancing in the City. Ferris will return additional numbers to Dir. Arity after he receives additional information. City Admin. Hanson requested the council approve Ehlers to continue with the refinancing of City debt and close the sale on Tuesday February 23<sup>rd</sup> 2021 at a 6:30 pm. special meeting.

Motion by Scholze, second by Kiefer to postpone the approval and finalization of Debt refinancing until Tuesday, February 23, 2021 at 6:30 p.m.

**Adjourn to Closed Session:**

No need to adjourn for further closed session items.

**Action on Closed Session:**

No action needed on closed session items.

Motion by Kiefer, second by Gigous, to adjourn. Motion carried. Meeting adjourned at 8:26 p.m.

Respectfully,

Rebecca Weyer  
City Clerk, February 11, 2021

The COMMON COUNCIL of the City of Tomah met in SPECIAL SESSION February 23, 2021 at 6:00 p.m. with Council President Donna Evans in the Municipal Building, 819 Superior Avenue, Tomah WI. Due to COVID-19 concerns, the General Public was able to access the meeting as follows:

Zoom Meeting at: <https://zoom.us/j/7689466740?pwd=dEdLR2hXK0ZYMk1qNU5vNF1wMzdSZz09>

Meeting ID: 768 946 6740 Password: Tomah2020

or

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

Meeting ID: 768 946 6740 Password: 546782713.

Followed by the Pledge of Allegiance, roll call was taken with the following members present: Donna Evans, Dean Peterson, Lamont Kiefer, Travis Scholze, Jeff Cram, Richard Yarrington, Adam Gigous, Shawn Zabinski (remote). Absent: Mike Murray. Quorum present. Also present: City Administrator Bradley Hanson, City Attorney Penny Precour, Public Safety Director/Fire Chief Tim Adler, and City Clerk Becki Weyer.

**Adjourn into Closed Session**

Motion by Yarrington, second by Gigous, to adjourn to closed session pursuant to Wisconsin State Statute 19.85 (1) (e) deliberating or negotiating the purchasing of public properties regarding the possible relocation of the City's Fire Department from one of many possible sites located along Superior Avenue. Motion carried.

**Action on Closed Session**

Motion by Scholze, second by Yarrington to authorize the City Administrator, City Attorney, and Public Safety Director/Fire Chief to continue negotiations for the purchase of land for purposes of the new Public Safety Building, and to give authority to the City Administrator to sign on behalf of the city for negotiations. Motion carried.

**Taxicab Driver's License Appeal for Christopher Matthew**

Atty. Precour presented lawful information regarding the authority to deny licenses based on arrest records. Mr. Matthew provided documentation to show evidence of rehabilitation and fitness to engage as a licensed taxi driver. Motion by Yarrington, second by Gigous, to approve the Taxicab license for Christopher Matthew. Motion carried with three negative votes (Zabinski, Kiefer, Evans).

**The Central Wisconsin Ice Racing Association use of Lake Tomah for February 27, 2021**

Motion by Kiefer, second by Yarrington, to approve the Central Wisconsin Ice Racing Association use of Lake Tomah on February 27, 2021 for a motorcycle and ATV race. Motion carried.

**Ehlers information and Presentation on Debt Refinancing: City of Tomah \$3,830,000 Taxable General Obligation Refunding Bonds, Series 2021A; \$1,195,000 Taxable Water System Revenue Refunding Bonds, Series 2021B; & 790,000 Taxable Sewer System Revenue Refunding Bonds, Series 2021C**

Dave Ferris from Ehlers appeared to give the Council a presentation on the debt refinancing to help with savings in the General Debt service and free up debt capacity in the City.

**Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$3,830,000 Taxable General Obligation Refunding Bonds, Series 2021A**

Motion by Yarrington, second by Scholze, to approve the Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to exceed \$3,830,000 Taxable General Obligation Refunding Bonds, Series 2021A. Motion carried.

RESOLUTION NO. 2021-02-23-06

RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED \$3,830,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021A

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Tomah, Monroe County, Wisconsin (the "City") to raise funds to pay the cost of (i) advance refunding the portion of the 2023 through 2030 maturities of the General Obligation Refunding Bonds, Series 2014A, dated January 28, 2014 that did not refinance water or sewer projects (the "2014 General Obligation Bonds") and (ii) current refunding the State Trust Fund Loan, dated October 31, 2017 and the State Trust Fund Loan, dated April 15, 2019 (collectively, the "State Trust Fund Loans") (the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the 2014 General Obligation Bonds and the State Trust Fund Loans (collectively, the "Refunded Obligations") for the purpose of achieving debt service savings;

WHEREAS, the City has authorized the issuance of not to exceed \$790,000 Taxable Sewer System Revenue Refunding Bonds and not to exceed \$1,195,000 Taxable Water System Revenue Refunding Bonds (collectively, the "Refunding Bonds") which Refunding Bonds will be used to refund portions of the 2014 General Obligation Bonds not being refunded with proceeds of the Bonds;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds (the "Bonds") to refinance its outstanding obligations;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue the Bonds on a taxable rather than tax-exempt basis;

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

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

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

Section 1. Authorization and Sale of the Bonds; Parameters. For the purpose of paying costs of the Refunding, the City is authorized to borrow pursuant to Section 67.04 Wisconsin Statutes, the principal sum of not to exceed THREE MILLION EIGHT HUNDRED THIRTY THOUSAND DOLLARS (\$3,830,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the conditions set forth in Section 14 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the City, Bonds aggregating the principal amount of not to exceed THREE MILLION EIGHT HUNDRED THIRTY THOUSAND DOLLARS (\$3,830,000). The purchase price to be paid to the City for the Bonds shall not be less than 98.80% nor more than 106.00% of the principal amount of the Bonds.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds, Series 2021A"; shall be issued in the aggregate principal amount of up to \$3,830,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$75,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Bonds shall not exceed \$3,830,000. The schedule below assumes the Bonds are issued in the aggregate principal amount of \$3,830,000.

<u>Date</u>	<u>Principal Amount</u>
05/01/2022	\$165,000
05/01/2023	525,000
05/01/2024	540,000
05/01/2025	485,000
05/01/2026	500,000
05/01/2027	505,000
05/01/2028	440,000
05/01/2029	440,000
05/01/2030	230,000

Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2021. The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) will not exceed 2.50%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The present value debt service savings achieved by the Refunding (the "Savings") shall be at least 2.00% of the principal amount refunded.

Section 2A. Designation of Maturities. For purposes of State law, the Bonds are designated as being issued to pay and discharge the debts incurred by the City through the issuance of the Refunded Obligations and any obligations refunded by the Refunded Obligations in the order in which those debts were incurred, so that the Bonds of the earliest maturities are considered to be issued to discharge the debts which were incurred first.

Section 3. Redemption Provisions. The Bonds shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Exhibit MRP. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2021 through 2029 for the payments due in the years 2021 through 2030 in the amounts as are sufficient to meet the principal and interest payments when due. The amount of tax levied in the year 2021 shall be the total amount of debt service due on the Bonds in the years 2021 and 2022; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Bonds in the year 2021.

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

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

(D) Appropriation. The City hereby appropriates from amounts levied to pay debt service on the Refunded Obligations or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay interest on the Bonds coming due in 2021 as set forth on the schedule to be attached to the Approving Certificate.

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

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Refunding Bonds, Series 2021A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. In order to accomplish the purpose for which the Bonds are issued, a portion of the proceeds of the Bonds shall be transferred to the Escrow Account, as provided below and applied to refunding the 2014 General Obligation Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 10. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to Old National Bank or the Escrow Agent at Closing for further distribution as directed by Ehlers.

Section 14. Conditions on Issuance and Sale of the Bonds. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to satisfaction of the following conditions:

- (a) approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Bonds, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate; and
- (b) realization by the City of the Savings in an amount equal to at least 2.00% of the principal amount refunded.

The Bonds shall not be issued, sold or delivered until these conditions are satisfied. Upon satisfaction of these conditions, an Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Bonds to the Purchaser.

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

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

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

Section 17. Escrow Agent; Escrow Agreement; Escrow Account. Zions Bancorporation, National Association, Chicago, Illinois, is hereby appointed escrow agent for the City, for the purpose of ensuring the payment of the principal of and interest on the 2014 General Obligation Bonds (the "Escrow Agent").

The Mayor and City Clerk, or other appropriate officers of the City, are hereby authorized and directed to execute an escrow agreement (the "Escrow Agreement") with the Escrow Agent, for the purpose of effectuating the provisions of this Resolution.

The Bond Proceeds allocable to refunding the 2014 General Obligation Bonds, other than any premium not used for the Refunding and accrued interest which shall be deposited in the Debt Service Fund Account created above, shall be deposited in a refunding escrow account which is hereby created with the Escrow Agent, pursuant to the Escrow Agreement, for the purpose of retaining the required amount of cash, if any, and acquiring the United States obligations provided for in the Escrow Agreement.

Upon transfer of the Bond Proceeds and any other necessary funds allocable to refunding the 2014 General Obligation Bonds to the Escrow Account, the taxes heretofore levied to pay debt service on the 2014 General Obligation Bonds shall be abated to the extent such transfer together with investment earnings thereon is sufficient to pay the principal of and interest on the 2014 General Obligation Bonds, but such abatement shall not affect the City's pledge of its full faith, credit and resources to make such payments. The refunding escrow account created by the Escrow Agreement shall hereinafter serve as the debt service (or sinking) fund account for the 2014 General Obligation Bonds. The Escrow Agent shall serve as custodian of said debt service (or sinking) funds.

Section 18. SLGS Subscriptions. The Escrow Agent and appropriate officers and agents of the City are authorized to submit subscriptions for United States Treasury Securities - State and Local Government Series and to purchase other U.S. government securities on behalf of the City in such amount as is necessary in order to carry out the refunding of the 2014 General Obligation Bonds.

Section 19. Redemption of the 2014 General Obligation Bonds. Subject to final approval by an Authorized Officer, the 2014 General Obligation Bonds are hereby called for prior payment and redemption on December 1, 2022 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the Escrow Agent to cause timely notice of redemption, in substantially the form to be attached to the Escrow Agreement, to be provided at the times, to the parties and in the manner set forth on the notice.

Section 20. Redemption of the State Trust Fund Loans. Subject to final approval by an Authorized Officer, the City hereby calls the State Trust Fund Loans for redemption on a date to be set forth on the Approving Certificate at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to take all actions necessary for the redemption of the State Trust Fund Loans on their redemption date. Any and all actions heretofore taken by the officers and agents of the City to effectuate such redemption are hereby ratified and approved.

Section 21. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 22. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 23. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded February 23, 2021.

\_\_\_\_\_  
Michael Murray  
Mayor  
ATTEST: \_\_\_\_\_  
Rebecca Weyer, City Clerk

**Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$1,195,000 Taxable Water System Revenue Refunding Bonds, Series 2021B of the City of Tomah, Monroe County, Wisconsin, and Providing for the Payment of the Bonds and Other Details with Respect to the Bonds**  
Motion by Scholze, second by Cram, to approve the Resolution Authorizing the Issuance and Establishing Parameters for the sale of not to Exceed \$1,195,000 Taxable Water System Revenue Refunding Bonds, Series 2021B of the City of Tomah, Monroe County, Wisconsin, and Providing for the Payment of the Bonds and Other Details with Respect to the Bonds. Motion carried.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED \$1,195,000 TAXABLE WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2021B OF THE CITY OF TOMAH, MONROE COUNTY, WISCONSIN, AND PROVIDING FOR THE PAYMENT OF THE BONDS AND OTHER DETAILS WITH RESPECT TO THE BONDS

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

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

WHEREAS, the City has outstanding its General Obligation Refunding Bonds, Series 2014A, dated January 28, 2014 (the "2014 General Obligation Bonds"), which 2014 General Obligation Bonds refinanced, among other things, obligations used to finance additions, extensions and improvements to the System; and

WHEREAS, the City has determined that it is necessary and desirable to refund portion of the 2023 through 2030 maturities of the 2014 General Obligation Bonds which refinanced additions, extensions and improvements to the System (the "Refunded Obligations") for the purpose of restructuring the City's outstanding indebtedness (the "Refunding"); and

WHEREAS, it is necessary, desirable and in the best interests of the City to authorize and sell water system revenue bonds (the "Bonds") to refund the Refunded Obligations payable solely from the Revenues of the System, which bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes; and

WHEREAS, the City has authorized the issuance of not to exceed \$790,000 Taxable Sewer System Revenue Refunding Bonds and not to exceed \$3,830,000 Taxable General Obligation Refunding Bonds (collectively, the "Refunding Bonds") which Refunding Bonds will be used to refund the portion of the 2014 General Obligation Bonds not refunded by the Bonds; and

WHEREAS, pursuant to a resolution adopted on December 9, 2003 (the "2003 Resolution"), the City has heretofore issued its Water System Revenue Bonds, Series 2003A, dated December 23, 2003 (the "2003A Bonds"), which 2003A Bonds are payable from the Revenues of the System; and

WHEREAS, pursuant to a resolution adopted on November 9, 2004 (the "2004 Resolution"), the City has heretofore issued its Water System Revenue Bonds, Series 2004A, dated November 24, 2004 (the "2004A Bonds"), which 2004A Bonds are payable from the Revenues of the System; and

WHEREAS, pursuant to a resolution adopted on December 12, 2006 (the "2006 Resolution"), the City has heretofore issued its Water System Revenue Bonds, Series 2006A, dated December 27, 2006 (the "2006A Bonds"), which 2006A Bonds are payable from the Revenues of the System; and

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

WHEREAS, pursuant to a resolution adopted on June 12, 2018 (the "2018 Resolution"), the City has heretofore issued its Water System Revenue Bonds, Series 2018, dated

June 27, 2018 (the "2018 Bonds"), which 2018 Bonds are payable from the Revenues of the System; and

WHEREAS, the 2003A Bonds, the 2004A Bonds, the 2006A Bonds, the 2016 Bonds and the 2018 Bonds shall collectively be referred to as the "Prior Bonds"; and



WHEREAS, the 2003 Resolution, the 2004 Resolution, the 2006 Resolution, the 2016 Resolution and the 2018 Resolution shall collectively be referred to as the "Prior Resolutions"; and

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

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

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

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue the Bonds on a taxable rather than tax-exempt basis; and

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

NOW, THEREFORE, the Common Council of the City of Tomah, Monroe County, Wisconsin, do resolve that:

**Section 1. Authorization and Sale of the Bonds; Parameters.** For the purpose of paying the costs of the Refunding, the City is authorized to borrow pursuant to Section 66.0621, Wisconsin Statutes, the principal sum of not to exceed ONE MILLION ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$1,195,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the conditions set forth in Section 17 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser, on behalf of and in the name of the City, the Bonds in a principal amount of not to exceed ONE MILLION ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$1,195,000). The purchase price to be paid to the City for the Bonds shall not be less than 98.80% nor more than 106.00% of the principal amount of the Bonds.

**Section 2. Terms of the Bonds.** The Bonds shall be designated "Taxable Water System Revenue Refunding Bonds, Series 2021B"; shall be issued in the aggregate principal amount of up to \$1,195,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$50,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Bonds shall not exceed \$1,195,000. The schedule below assumes the Bonds are issued in the aggregate principal amount of \$1,085,000.

<u>Date</u>	<u>Amount</u>
05/01/2023	\$135,000
05/01/2024	135,000
05/01/2025	140,000
05/01/2026	145,000
05/01/2027	150,000
05/01/2028	150,000
05/01/2029	155,000
05/01/2030	75,000

Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2021. The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) will not exceed 3.00%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The schedule of maturities or mandatory redemptions is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices and will be confirmed in the Approving Certificate.

The Refunding is advantageous and necessary to the City.

The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter provided, and shall be a valid claim of the registered owner or owners thereof only against the Debt Service Fund and the Revenues pledged to such Fund, and sufficient Revenues are pledged to the Debt Service Fund, and shall be used for no other purpose than to pay the principal of and interest on the Bonds, the Prior Bonds and any Parity Bonds as the same fall due.

The Bonds shall either not be subject to optional redemption or be callable as set forth in the Approving Certificate. If the Proposal specifies that certain of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established for such Bonds in such manner as the City shall direct.

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

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

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

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

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

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

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

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

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

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

"Reserve Requirement" means an amount, determined as of the date of issuance of the Bonds, equal to the least of (a) 10% of the proceeds of the Bonds (up to the amount permitted to be deposited from proceeds of the Bonds pursuant to Section 148 (d)(1) of the Code); (b) the maximum annual debt service on the Bonds in any Bond Year; and (c) 125% of average annual debt service on the Bonds. If Parity Bonds which are to be secured by the Reserve Fund are issued, the Reserve Requirement shall mean an amount, determined as of the date of issuance of the Parity Bonds, equal to the least of (a) the amount required to be on deposit in the Reserve Fund prior to the issuance of such Parity Bonds, plus the amount permitted to be deposited therein from proceeds of the Parity Bonds pursuant to Section 148(d)(1) of the Code; (b) the maximum annual debt service on outstanding obligations secured by the Reserve Fund and the Parity Bonds to

be issued in any Bond Year; and (c) 125% of average annual debt service on the outstanding obligations secured by the Reserve Fund and the Parity Bonds to be issued.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Reserve Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (e) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

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

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

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

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

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

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

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

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

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

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

(f) The City will keep proper books and accounts relative to the System separate from all other records of the City and will cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants including a balance sheet and a profit and loss statement of the System as certified by such accountants. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein shall include the following: (1) a statement in detail of the income and expenditures of the System for the Fiscal Year; (2) a statement of the Net Revenues of the System for such Fiscal Year; (3) a balance sheet as of the end of such Fiscal Year; (4) the accountants' comment regarding the manner in which the City has carried out the requirements of this Resolution and the accountants' recommendations for any changes or improvements in the operation of the System; (5) the number of connections to the System at the end of the Fiscal Year, for each user classification (i.e., residential, commercial, public and industrial); (6) a list of the insurance policies in force at the end of the Fiscal Year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy; and (7) the volume of water used. The owners of any of the Bonds shall have at all reasonable times the right to inspect the System and the records, accounts and data of the City relating thereto; and

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

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

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

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

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

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

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

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

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

Section 9. Application of Bond Proceeds. All accrued interest received from the sale of the Bonds shall be deposited into the Debt Service Fund. An amount of proceeds of the Bonds equal to the Reserve Requirement shall be deposited in the Reserve Fund. An amount of proceeds of the Bonds sufficient to provide for the payment of the Refunded Obligations being refunded by the Bonds shall be deposited into a refunding escrow account established by the Escrow

Agreement (defined below). The balance of the proceeds, less the expenses incurred in authorizing, issuing and delivering the Bonds, shall be deposited in the Debt Service Fund for use in payment of principal of and interest on the Bonds.

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

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

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

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

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

Section 13. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 14. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 15. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

Section 16. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

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

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

Section 18. Escrow Agent; Escrow Agreement; Escrow Account. Zions Bancorporation, National Association, Chicago, Illinois, is hereby appointed escrow agent for the City, for the purpose of ensuring the payment of the principal of and interest on the Refunded Obligations (the "Escrow Agent").

The Mayor and City Clerk, or other appropriate officers of the City, are hereby authorized and directed to execute an escrow agreement (the "Escrow Agreement") with the Escrow Agent, for the purpose of effectuating the provisions of this Resolution.

The Bond proceeds allocable the Refunding shall be deposited in a refunding escrow account which is hereby created with the Escrow Agent, pursuant to the Escrow Agreement, for the purpose of retaining the required amount of cash, if any, and acquiring the United States obligations provided for in the Escrow Agreement.

Section 19. SLGS Subscriptions. The Escrow Agent and appropriate officers and agents of the City are authorized to submit subscriptions for United States Treasury Securities - State and Local Government Series and to purchase other U.S. government securities on behalf of the City in such amount as is necessary in order to carry out the Refunding.

Section 20. Redemption of Refunded Obligations. Subject to final approval by an Authorized Officer, as evidenced by the execution of the Approving Certificate, the Refunded Obligations are called for prior payment and redemption on December 1, 2022.

The City hereby directs the Escrow Agent to cause timely notice of redemption, in substantially the form to be attached to the Escrow Agreement, to be provided at the times, to the parties and in the manner set forth on the notice.

Section 21. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to Old National Bank or the Escrow Agent at Closing for further distribution as directed by Ehlers.

Section 22. Official Statement. The Common Council hereby directs the Authorized Officers to approve the Preliminary Official Statement with respect to the Bonds and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officers or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the closing of the Bonds, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 23. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

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

Section 24. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 25. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 26. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

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

Adopted, approved and recorded February 23, 2021.

\_\_\_\_\_  
Michael Murray  
Mayor

ATTEST: \_\_\_\_\_  
Rebecca Weyer  
City Clerk

**Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$790,000 Taxable Sewer System Revenue Refunding Bonds, Series 2021C of the City of Tomah, Monroe County, Wisconsin, and Providing for the Payment of the Bonds and Other Details with Respect to the Bonds**

Motion by Kiefer, second by Yarrington, to approve the Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$790,000 Taxable Sewer System Revenue Refunding Bonds, Series 2021C of the City of Tomah, Monroe County, Wisconsin, and Providing for the Payment of the Bonds and Other Details with Respect to the Bonds. Motion Carried.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED \$790,000 TAXABLE SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2021C OF THE CITY OF TOMAH, MONROE COUNTY, WISCONSIN, AND PROVIDING FOR THE PAYMENT OF THE BONDS AND OTHER DETAILS WITH RESPECT TO THE BONDS

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

WHEREAS, under the provisions of Section 66.0621, Wisconsin Statutes, any municipality in the State of Wisconsin may, by action of its governing body, provide funds for extending, adding to and improving a public utility or to refund obligations issued to finance such extensions, additions and improvements from the proceeds of bonds, which bonds are to be payable only from the income and revenues of such utility and are to be secured by a pledge of the revenues of the utility; and

WHEREAS, the City has outstanding its General Obligation Refunding Bonds, Series 2014A, dated January 28, 2014 (the "2014 General Obligation Bonds") which 2014 General Bonds refinanced, among other things, obligations used to finance additions, extensions and improvements to the System; and

WHEREAS, the City has determined that it is necessary and desirable to refund the portion of the 2023 through 2030 maturities of the 2014 General Obligation Bonds which refinanced additions, extensions and improvements to the System (the "Refunded Obligations") for the purpose of restructuring the City's outstanding indebtedness (the "Refunding"); and

WHEREAS, it is necessary, desirable and in the best interests of the City to authorize and sell sewer system revenue bonds (the "Bonds") to refund the Refunded Bonds payable solely from the Revenues of the System, which Bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes; and

WHEREAS, the City has authorized the issuance of not to exceed \$1,195,000 Taxable Water System Revenue Refunding Bonds and not to exceed \$3,830,000 Taxable General Obligation Refunding Bonds (collectively, the "Refunding Bonds") which Refunding Bonds will be used to refund the portion of the 2014 General Obligation Bonds not refunded by the Bonds; and

WHEREAS, the City has no bonds or obligations outstanding which are payable from the Revenues of the System; and

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

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue the Bonds on a taxable rather than tax-exempt basis; and

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

NOW, THEREFORE, the Common Council of the City of Tomah, Monroe County, Wisconsin, do resolve that:

Section 1. Authorization and Sale of the Bonds; Parameters. For the purpose of paying the costs of the Refunding, the City is authorized to borrow pursuant to Section 66.0621, Wisconsin Statutes, the principal sum of not to exceed SEVEN HUNDRED NINETY THOUSAND DOLLARS (\$790,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the conditions set forth in Section 17 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser, on behalf of and in the name of the City, the Bonds in a principal amount of not to exceed SEVEN HUNDRED NINETY THOUSAND DOLLARS (\$790,000). The purchase price to be paid to the City for the Bonds shall not be less than 98.80% nor more than 106.00% of the principal amount of the Bonds.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable Sewer System Revenue Refunding Bonds, Series 2021C"; shall be issued in the aggregate principal amount of up to \$790,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$50,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Bonds shall not exceed \$790,000. The schedule below assumes the Bonds are issued in the aggregate principal amount of \$790,000.

<u>Date</u>	<u>Amount</u>
05/01/2023	\$100,000
05/01/2024	95,000
05/01/2025	100,000
05/01/2026	100,000
05/01/2027	110,000
05/01/2028	110,000
05/01/2029	110,000
05/01/2030	65,000

Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2021. The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) will not exceed 3.00%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The schedule of maturities or mandatory redemptions is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices and will be confirmed in the Approving Certificate.

The Refunding is advantageous and necessary to the City.

The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund hereinafter provided, and shall be a valid claim of the registered owner or owners thereof only against the Special Redemption Fund and the Revenues pledged to such Fund, and sufficient Revenues are pledged to the Special Redemption Fund, and shall be used for no other purpose than to pay the principal of and interest on the Bonds and any Parity Bonds as the same fall due.

The Bonds shall either not be subject to optional redemption or be callable as set forth in the Approving Certificate. If the Proposal specifies that certain of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established for such Bonds in such manner as the City shall direct.

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

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

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

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

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

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

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

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

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

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

"Reserve Requirement" means an amount, determined as of the date of issuance of the Bonds, equal to the least of (a) 10% of the proceeds of the Bonds (up to the amount permitted to be deposited from proceeds of the Bonds pursuant to Section 148 (d)(1) of the Code); (b) the maximum annual debt service on the Bonds in any Bond Year; and (c) 125% of average annual debt service on the Bonds. If Parity Bonds which are to be secured by the Reserve Account are issued, the Reserve Requirement shall mean an amount, determined as of the date of issuance of the Parity Bonds, equal to the least of (a) the amount required to be on deposit in the Reserve Account prior to the issuance of such Parity Bonds, plus the amount permitted to be deposited therein from proceeds of the Parity Bonds pursuant to Section 148(d)(1) of the Code; (b) the maximum annual debt service on outstanding obligations secured by the Reserve Account and the Parity Bonds to be issued in any Bond Year; and (c) 125% of average annual debt service on the outstanding obligations secured by the Reserve Account and the Parity Bonds to be issued.

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

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

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

- Revenues in amounts sufficient to provide for the reasonable and proper operation and maintenance of the System through the payment of Operation and Maintenance Expenses shall be set aside into the Sewer System Operation and Maintenance Fund (the "Operation and Maintenance Fund").
- Revenues in amounts sufficient to pay the principal of and interest on the Bonds and Parity Bonds and to meet the Reserve Requirement shall be set aside into the Sewer System Revenue Bond and Interest Special Redemption Fund (the "Special Redemption Fund"), to be applied to the payment of the principal of and interest on the Bonds and Parity Bonds and to meet the Reserve Requirement. The monies standing in the Special Redemption Fund are irrevocably pledged to the payment of principal of and interest on the Bonds and Parity Bonds.
- Revenues in amounts sufficient to provide a proper and adequate depreciation account for the System shall be set aside into the Sewer System Depreciation Fund (the "Depreciation Fund").

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

Money in the Operation and Maintenance Fund shall be used to pay Operation and Maintenance Expenses as the same come due; money not immediately required for Operation and Maintenance Expenses shall be used to accumulate a reserve in the Operation and Maintenance Fund equal to estimated Operation and Maintenance Expenses for one month. Any money then available and remaining in the Operation and Maintenance Fund may be transferred to the Surplus Fund, which fund is hereby continued.

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

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

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

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

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

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

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

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

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

**Section 6. Service to the City.** The reasonable cost and value of any service rendered to the City by the System by furnishing sewer services for public purposes shall be charged against the City and shall be paid by it in monthly installments as the service accrues, out of the current revenues of the City collected or in the process of collection, exclusive of the revenues derived from the System, to wit: out of the tax levy of the City made by it to raise money to meet its

necessary current expenses. It is hereby found and determined that the reasonable cost and value of such service to the City in each year shall be in an amount which, together with Revenues of the System, will produce Net Revenues equivalent to not less than 1.25 times the Annual Debt Service Requirement. Such compensation for such service rendered to the City shall, in the manner provided hereinabove, be paid into the separate and special funds described in Section 5 of this Resolution. However, such payment is subject to (a) annual appropriations by the Common Council therefor and (b) applicable levy limits, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the City to make any such appropriation over and above the reasonable cost and value of services rendered to the City or to make any subsequent payment over and above such reasonable cost and value.

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

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

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

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

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

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

(f) The City will keep proper books and accounts relative to the System separate from all other records of the City and will cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants including a balance sheet and a profit and loss statement of the System as certified by such accountants. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein shall include the following: (1) a statement in detail of the income and expenditures of the System for the Fiscal Year; (2) a statement of the Net Revenues of the System for such Fiscal Year; (3) a balance sheet as of the end of such Fiscal Year; (4) the accountants' comment regarding the manner in which the City has carried out the requirements of this Resolution and the accountants' recommendations for any changes or improvements in the operation of the System; (5) the number of connections to the System at the end of the Fiscal Year, for each user classification (i.e., residential, commercial, public and industrial); (6) a list of the insurance policies in force at the end of the Fiscal Year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy; and (7) the volume of water used. The owners of any of the Bonds shall have at all reasonable times the right to inspect the System and the records, accounts and data of the City relating thereto; and

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

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

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

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

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

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

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

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



**Section 9. Application of Bond Proceeds.** All accrued interest received from the sale of the Bonds shall be deposited into the Special Redemption Fund. An amount of proceeds of the Bonds sufficient to make the amount on deposit in the Reserve Account equal to the Reserve Requirement shall be deposited in the Reserve Account. An amount of proceeds of the Bonds, after taking into account other amounts deposited, sufficient to provide for the Refunding shall be deposited in a refunding escrow account established by the Escrow Agreement (defined below). The balance of the proceeds, less the expenses incurred in authorizing, issuing and delivering the Bonds, shall be deposited in the Special Redemption Fund for use in payment of principal of and interest on the Bonds.

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

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

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

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

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

**Section 13. Utilization of The Depository Trust Company Book-Entry-Only System.** In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

**Section 14. Payment of the Bonds; Fiscal Agent.** The principal of and interest on the Bonds shall be paid by the Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

**Section 15. Persons Treated as Owners; Transfer of Bonds.** The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

**Section 16. Record Date.** The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

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

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

**Section 18. Escrow Agent; Escrow Agreement; Escrow Account.** Zions Bancorporation, National Association., Chicago, Illinois, is hereby appointed escrow agent for the City, for the purpose of ensuring the payment of the principal of and interest on the Refunded Obligations (the "Escrow Agent").

The Mayor and City Clerk, or other appropriate officers of the City, are hereby authorized and directed to execute an escrow agreement (the "Escrow Agreement") with the Escrow Agent, for the purpose of effectuating the provisions of this Resolution.

The Bond proceeds allocable to refunding the Refunded Obligations shall be deposited in a refunding escrow account which is hereby created with the Escrow Agent, pursuant to the Escrow Agreement, for the purpose of retaining the required amount of cash, if any, and acquiring the United States obligations provided for in the Escrow Agreement.

**Section 19. SLGS Subscriptions.** The Escrow Agent and appropriate officers and agents of the City are authorized to submit subscriptions for United States Treasury Securities - State and Local Government Series and to purchase other U.S. government securities on behalf of the City in such amount as is necessary in order to carry out the Refunding.

**Section 20. Redemption of Refunded Obligations.** Subject to final approval by an Authorized Officer, as evidenced by the execution of the Approving Certificate, the Refunded Obligations are called for prior payment and redemption on December 1, 2022.

The City hereby directs the Escrow Agent to cause timely notice of redemption, in substantially the form to be attached to the Escrow Agreement, to be provided at the times, to the parties and in the manner set forth on the notice.

**Section 21. Payment of Issuance Expenses.** The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to Old National Bank or the Escrow Agent at Closing for further distribution as directed by Ehlers.

**Section 22. Official Statement.** The Common Council hereby directs the Authorized Officers to approve the Preliminary Official Statement with respect to the Bonds and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officers or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the closing of the Bonds, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

**Section 23. Undertaking to Provide Continuing Disclosure.** The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

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

**Section 24. Record Book.** The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

**Section 25. Bond Insurance.** If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

**Section 26. Execution of the Bonds; Closing; Professional Services.** The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

**Section 27. Conflicting Ordinances or Resolutions.** All prior ordinances, resolutions, rules, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Adopted, approved and recorded February 23, 2021.

\_\_\_\_\_  
Michael Murray  
Mayor

ATTEST: \_\_\_\_\_  
Rebecca Weyer  
City Clerk

### **To assist with the transition to a new City Treasurer and current staff with their daily duties**

Administrator Hanson requested the council authorize the City Administrator to hire an interim City Treasurer (ICT) during the recruiting of the current City Treasurer.

Motion by Scholze, second by Zabinski, to grant the City Administrator the authority to locate and retain the services of an ICT during the vacancy of the outgoing City Treasurer and up to one month after the new City Treasurer assumes their role. Motion carried.

### **Presentation on the Documentary "All the Queens Horses"**

### **Discussion on the Documentary "All the Queens Horses"**

Administrator Hanson introduced to the Council the potential for future segregation of duties within the city to allow for appropriate oversight and management.

**ADJOURN**

Motion by Scholze, second by Kiefer to adjourn. Motion carried. Meeting adjourned at 7:43 p.m.

Respectfully,

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Rebecca Weyer, City Clerk

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Donna Evans, City Council President

## STAFF COMMITTEE PREPARATION REPORT

**Agenda Item:**

Special Beer & Wine Permit Application for Monroe County Support Services for Budweiser Dairyland Super Nat'l Truck & Tractor Pull on June 24 – 26, 2021

**Summary and Background Information:**

(Appropriate Documentation Attached)

Monroe County Support Services has applied for a Temporary Class “B” Fermented Malt Beverage License and a Temporary “Class B” Wine License to sell fermented malt beverages and wine at the “Budweiser Dairyland Super Nat'l Truck & Tractor Pull” event being held at Recreation Park, 1625 Butts Avenue, on June 24 – 26, 2021. They are requesting to sell/consume beer and wine at all the buildings and grounds contained within Recreation Park.

**Fiscal Note:**

The revenue generated to the City of Tomah by issuance of this license is \$10.00.

**Recommendation:**

It is requested that the Committee of the Whole review the application and make a recommendation for the Common Council to approve the Special Beer and Wine License for the Monroe County Support Services for their event on June 24 – 26, 2021 at Recreation Park.

Respectfully submitted by:

Berta A. Downs

Committee: Committee of the Whole & Common Council

Meeting Date: March 15 & 16, 2021

### Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 2/11/2021  
County of Monroe

Town  Village  City of Tomah

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 6-24 and ending 6-26 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →
- Bona fide Club
  - Church
  - Lodge/Society
  - Chamber of Commerce or similar Civic or Trade Organization
  - Veteran's Organization
  - Fair Association

(a) Name Monroe County Support Services

(b) Address PO Box 908  
(Street)  Town  Village  City

(c) Date organized July 1, 2009

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President John Shuck - 1208 Lakeview Dr. Tomah, WI

Vice President Nic Jacobs - 411 McLean Ave. Tomah WI

Secretary Lori Roberts - 28284 Cty Hwy CA Tomah WI

Treasurer \_\_\_\_\_

(g) Name and address of manager or person in charge of affair: Chris Schreier - 26054 Dogwood Ave. Tomah, WI

### 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 1125 Bulls Avenue

(b) Lot Recreation Park Block NA

(c) Do premises occupy all or part of building? ALL

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

(e) Number of Attendees 50,000 \*\*SITE PLAN MUST BE ATTACHED TO THIS APPLICATION\*\*

### 3. Name of Event

(a) List name of the event Budweiser Dairyland Super Nat'l Truck & Tractor Pull

(b) Dates of event June 24-26, 2021

### DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer [Signature]  
(Signature/date)

Monroe County Support Services  
(Name of Organization)

Officer [Signature] 2/11/21  
(Signature/date)

Officer \_\_\_\_\_  
(Signature/date)

Date Filed with Clerk 03/09/2021

Officer \_\_\_\_\_  
(Signature/date)

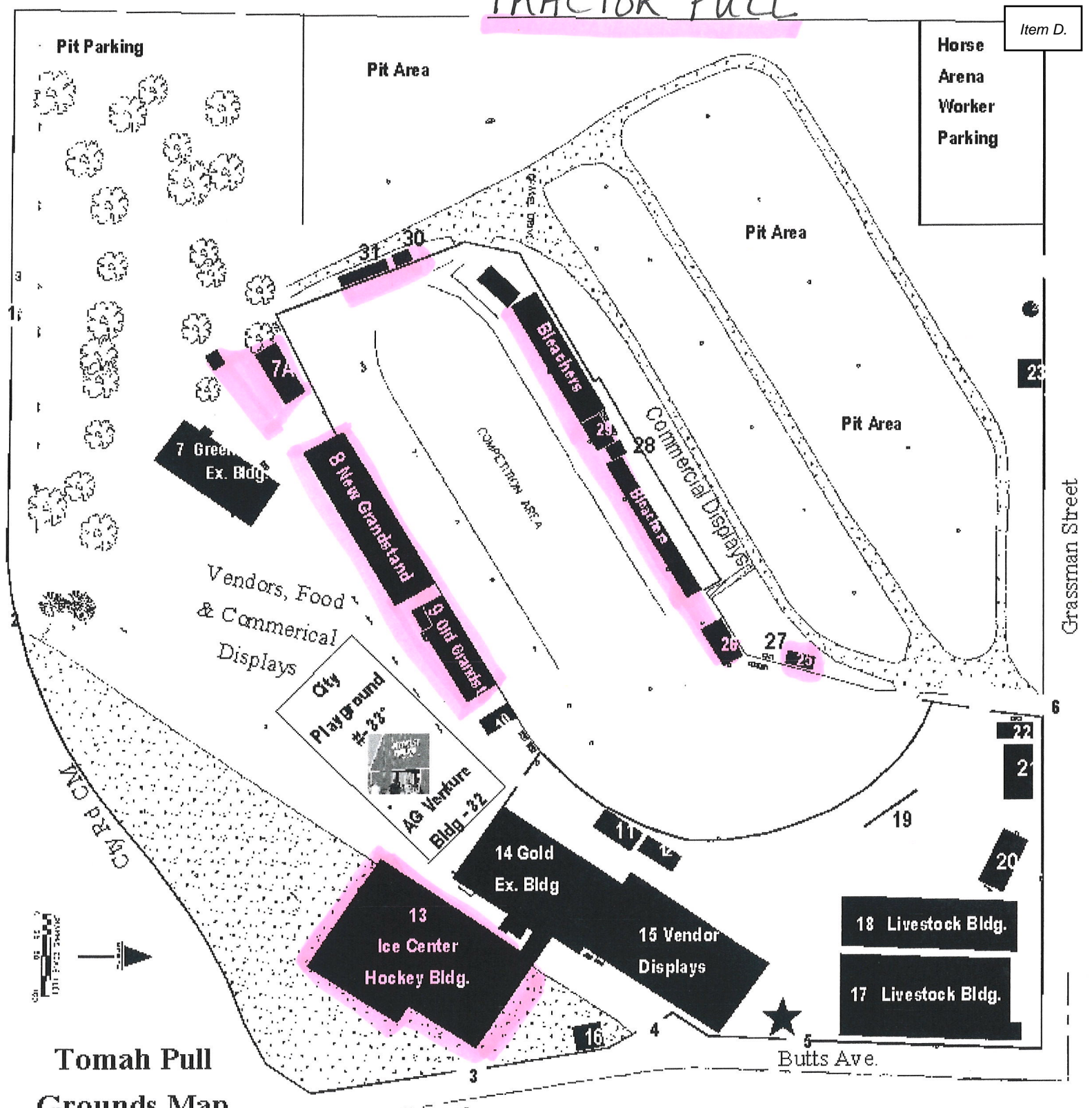
Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

# TRACTOR PULL

Item D.



**Tomah Pull  
Grounds Map**

- |    |                       |    |                           |    |                       |    |                     |
|----|-----------------------|----|---------------------------|----|-----------------------|----|---------------------|
| 1  | Campground Gate       | 10 | Gloria Dei Food Stand     | 20 | Wash Rack             | 29 | Sponsor Seating     |
| 2  | Exterior Gate         | 11 | Office/Restrooms/Wil Call | 21 | Storage Sheds         | 30 | Laser Stand         |
| 3  | Handicap Parking Gate | 12 | 4-H Ice Cream Stand       | 22 | Storage Garage        | 31 | VIP Viewing Stand   |
| 4  | Walk In Gate          | 13 | Ice Center Hockey Bldg.   | 23 | Restrooms/Showers     | 32 | AG Venture Building |
| 5  | Main Gate             | 14 | Gold Exhibit Bldg.        | 24 | Sanitary Dump Station | 33 | City Playground     |
| 6  | Pit Gate              | 15 | Vendor Displays           | 25 | Registration Booth    | ★  | Main Ticket Booth   |
| 7  | Green Exhibit. Bldg.  | 16 | DNR Building              | 26 | Puller Hospitality.   |    |                     |
| 7A | Beer Garden           | 17 | Livestock Building        | 27 | Sponsor Hospitality   |    |                     |
| 8  | New Grandstand        | 18 | Livestock Building        | 27 | Kids Klub             |    |                     |
| 9  | Old Grandstand        | 19 | Loading Dock              | 28 | Announcers Stand      |    |                     |

## STAFF COMMITTEE PREPARATION REPORT

**Agenda Item:**

Special Beer & Wine Permit Application for Monroe County Support Services for Monroe County Fair on July 21 – 25, 2021

**Summary and Background Information:**

(Appropriate Documentation Attached)

Monroe County Support Services has applied for a Temporary Class “B” Fermented Malt Beverage License and a Temporary “Class B” Wine License to sell fermented malt beverages and wine at the “Monroe County Fair” event being held at Recreation Park, 1625 Butts Avenue, on July 21 – 25, 2021. They are requesting to sell/consume beer and wine at all the buildings and grounds contained within Recreation Park.

Monroe County Support Services are also requesting to have the beer garden open on Friday, July 23 and Saturday, July 24, 2021 until 1:00am. As in the past, they have been granted the time extension and ask to please consider this again for 2021.

**Fiscal Note:**

The revenue generated to the City of Tomah by issuance of this license is \$10.00.

**Recommendation:**

It is requested that the Committee of the Whole review the application and make a recommendation for the Common Council to approve the Special Beer and Wine License for the Monroe County Support Services for their event on July 21 – 25, 2021 at Recreation Park and approve the time extension to 1:00am on Friday, July 23 and Saturday, July 24, 2021.

Respectfully submitted by:

Berta A. Downs

Committee: Committee of the Whole & Common Council

Meeting Date: March 15 & 16, 2021

### Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 2-11-2021  
County of Monroe

Town  Village  City of Tomah

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 7-21 and ending 7-25 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →
- Bona fide Club
  - Church
  - Lodge/Society
  - Chamber of Commerce or similar Civic or Trade Organization
  - Veteran's Organization
  - Fair Association

(a) Name Monroe County Support Services

(b) Address PO Box 908  
(Street)  Town  Village  City

(c) Date organized July 1, 2009

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President John Shurk - 1208 Lakeview Dr. - Tomah WI

Vice President Nic Jacobs - 411 McLean Ave. - Tomah WI

Secretary Lori Roberts - 28284 Cty Hwy CA - Tomah WI

Treasurer \_\_\_\_\_

(g) Name and address of manager or person in charge of affair: Chris Schreier - 26054 Dogwood Ave. Tomah, WI

### 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 1625 Butts Avenue

(b) Lot Recreation Park Block NA

(c) Do premises occupy all or part of building? ALL

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

(e) Number of Attendees 9,000 \*\*SITE PLAN MUST BE ATTACHED TO THIS APPLICATION\*\*

### 3. Name of Event

(a) List name of the event Monroe County Fair

(b) Dates of event July 21-25, 2021

### DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer [Signature]  
(Signature/date)

Monroe County Support Services  
(Name of Organization)

Officer \_\_\_\_\_  
(Signature/date)

Officer [Signature] 2/11/21  
(Signature/date)

Officer \_\_\_\_\_  
(Signature/date)

Date Filed with Clerk 03/09/2021

Date Reported to Council or Board \_\_\_\_\_

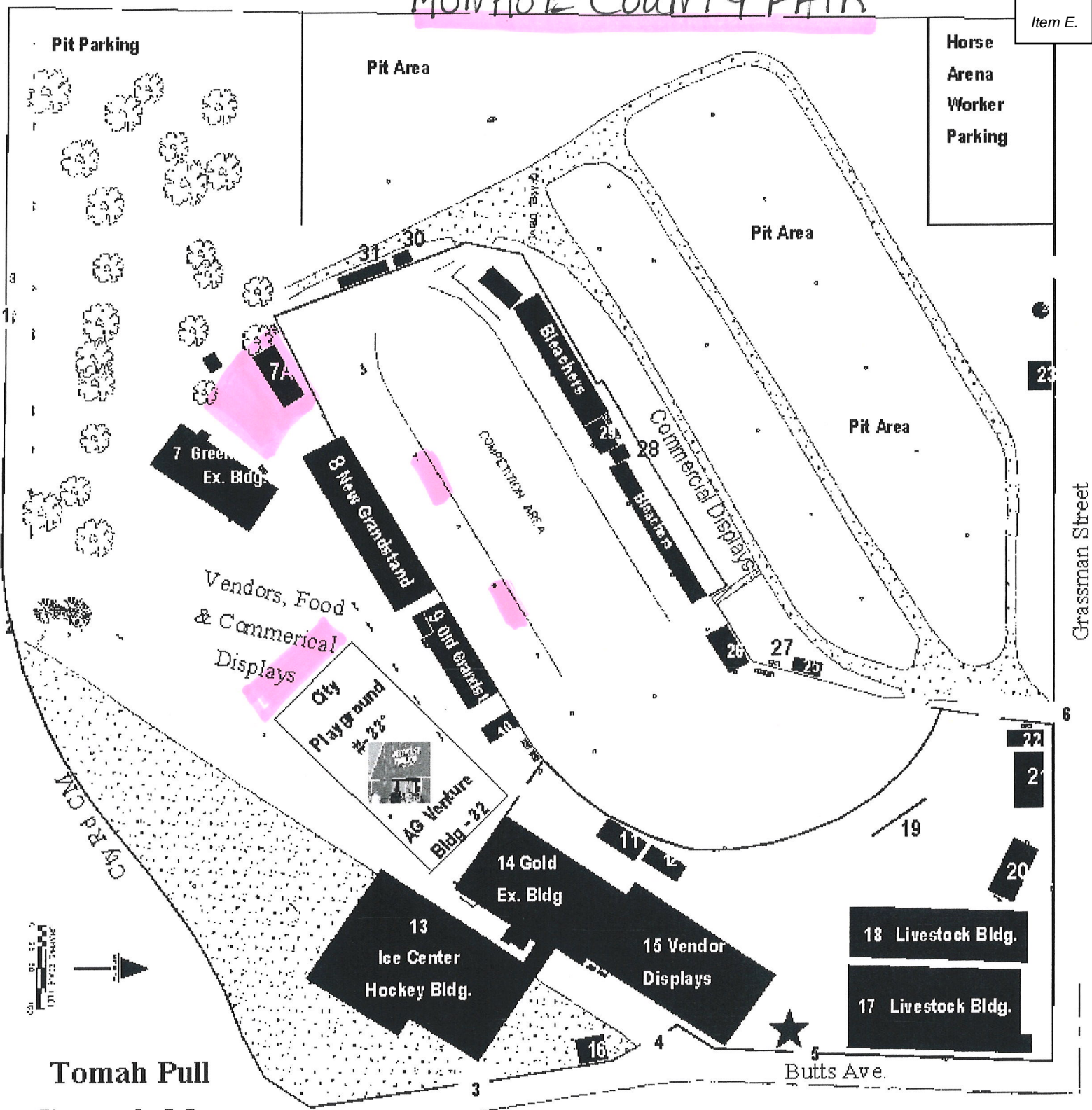
Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_



# MONROE COUNTY FAIR

Item E.



**Tomah Pull  
Grounds Map**

- |    |                       |    |                            |    |                       |    |                     |
|----|-----------------------|----|----------------------------|----|-----------------------|----|---------------------|
| 1  | Campground Gate       | 10 | Gloria Dei Food Stand      | 20 | Wash Rack             | 29 | Sponsor Seating     |
| 2  | Exterior Gate         | 11 | Office/Restrooms/Will Call | 21 | Storage Sheds         | 30 | Laser Stand         |
| 3  | Handicap Parking Gate | 12 | 4-H Ice Cream Stand        | 22 | Storage Garage        | 31 | VIP Viewing Stand   |
| 4  | Walk In Gate          | 13 | Ice Center Hockey Bldg.    | 23 | Restrooms/Showers     | 32 | AG Venture Building |
| 5  | Main Gate             | 14 | Gold Exhibit Bldg.         | 24 | Sanitary Dump Station | 33 | City Playground     |
| 6  | Pit Gate              | 15 | Vendor Displays            | 25 | Registration Booth    | ★  | Main Ticket Booth   |
| 7  | Green Exhibit. Bldg.  | 16 | DNR Building               | 26 | Puller Hospitality.   |    |                     |
| 7A | Beer Garden           | 17 | Livestock Building         | 27 | Sponsor Hospitality   |    |                     |
| 8  | New Grandstand        | 18 | Livestock Building         | 27 | Kids Klub             |    |                     |
| 9  | Old Grandstand        | 19 | Loading Dock               | 28 | Announcers Stand      |    |                     |



**MONROE COUNTY SUPPORT SERVICES**

P.O. BOX 908 – Tomah, WI 54660

Phone: 608-372-2081 Fax: 608-372-1052

Email: [mail@tomahtractorpull.com](mailto:mail@tomahtractorpull.com)

[www.tomahtractorpull.com](http://www.tomahtractorpull.com)

[www.monroecountyfairwi.com](http://www.monroecountyfairwi.com)



*June 24<sup>th</sup> – 26<sup>th</sup>, 2021*

***Promoters of the Monroe County Fair and the  
Budweiser Dairyland Super National Truck & Tractor Pull***

*July 21<sup>st</sup> – 25<sup>th</sup>, 2021*

Monroe County Support Services are requesting to have the beer garden open on Friday, July 23 and Saturday, July 24, 2021 until 1:00am.

As in the past we have been granted the time extension, please consider this again for 2021.

John Shuck, MCSS President

608-344-1058

## STAFF COMMITTEE PREPARATION REPORT

### Agenda Item:

Special Beer Permit Applications for Tomah Lions Club for Downtown Thursday Night concert events in July and August of 2021

### Summary and Background Information:

(Appropriate Documentation Attached)

Tomah Lions Club has applied for a Temporary Class “B” Fermented Malt Beverage License to sell fermented malt beverages at the “Downtown Thursday Night” concert events being held on the 800 & 900 blocks of Superior Avenue (from Monroe Street to Milwaukee Street) for a series of six (6) Downtown Thursday Night concerts in July and August of 2021:

1. July 1, 2021
2. July 8, 2021
3. July 15, 2021
4. July 29, 2021
5. August 5, 2021
6. August 12, 2021

An event layout map is attached for review.

### Fiscal Note:

The City receives \$10.00 for each Special Beer Permit. The revenue generated to the City of Tomah by issuance of these licenses is \$60.00.

### Recommendation:

It is requested that the Committee of the Whole review the applications and make a recommendation for the Common Council to approve the six (6) Special Beer Permits for the Tomah Lions Club for their events held on the 800 & 900 blocks of Superior Avenue for the designated dates as listed above.

Respectfully submitted by:

Berta A. Downs

Committee: Committee of the Whole & Common Council

Meeting Date: March 15 & 16, 2021

### Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00 (Pd) # 5000414

Application Date: Jun 6, 2021

Town  Village  City of Tomah

County of Monroe

The named organization applies for: (check appropriate box(es))

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5:00 PM and ending 10:00 PM and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →
- Bona fide Club
  - Church
  - Lodge/Society
  - Chamber of Commerce or similar Civic or Trade Organization
  - Veteran's Organization
  - Fair Association

(a) Name Tomah Lions Club

(b) Address \_\_\_\_\_  
(Street)  Town  Village  City

(c) Date organized 1929

(d) If corporation, give date of incorporation 5/21/86

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Vinnie Rowan

Vice President Jim Weinmuller

Secretary Brooke Schlotke

Treasurer Jeff Cram

(g) Name and address of manager or person in charge of affair: Jim Thompson, 310 N Superior Ave, Tomah or via Alyssa St, Tomah

### 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 800-900 Block, Superior Ave

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? —

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

(e) Number of Attendees 1500-3500 **\*\*SITE PLAN MUST BE ATTACHED TO THIS APPLICATION\*\***

### 3. Name of Event

(a) List name of the event Downtown Thursday Night

(b) Dates of event July 1, 2021

### DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer President Vincent L Rowan 2/4/21  
(Signature/date)

Tomah Lions Club  
(Name of Organization)  
Officer Jim Thompson 2/4/21  
(Signature/date)

Officer AKC 2/4/21  
(Signature/date)

Officer BSchlotke 2/4/21  
(Signature/date)

Date Filed with Clerk 3/9/2021

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

# Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00 (Pd) # 500041A

Application Date: June 6, 2021

Town  Village  City of Jonah

County of Menroe

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5:00 PM and ending 10:00 PM and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

- 1. Organization** (check appropriate box) →
- Bona fide Club
  - Chamber of Commerce or similar Civic or Trade Organization
  - Veteran's Organization
  - Church
  - Fair Association
  - Lodge/Society

(a) Name Jonah Lions Club

(b) Address \_\_\_\_\_  
(Street)  Town  Village  City

(c) Date organized 1929

(d) If corporation, give date of incorporation 5/21/86

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Vinnie Rowan

Vice President Jim Weinmull

Secretary Brooke Schlotter

Treasurer Jeff Crum

(g) Name and address of manager or person in charge of affair: Jina Thompson, 310 N Superior Ave, Jonah IA Alyssa St, Jonah

## 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 800-900 Block, Superior Ave

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? —

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

(e) Number of Attendees 1500-3500

**\*\*SITE PLAN MUST BE ATTACHED TO THIS APPLICATION\*\***

## 3. Name of Event

(a) List name of the event downtown Thursday Night

(b) Dates of event July 8, 2021

## DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Vinnie Rowan 2/14/21  
(Signature/date)

Jonah Lions Club  
(Name of Organization)

Officer Jim Weinmull 2/14/21  
(Signature/date)

Officer [Signature] 2/14/21  
(Signature/date)

Officer Brooke Schlotter 2/14/21  
(Signature/date)

Date Filed with Clerk 3/9/2021

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

### Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00 (Pd) # 5000414 Application Date: Jun 6, 2021  
 Town  Village  City of Jomal County of Monroe

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5:00 PM and ending 10:00 PM and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →
- Bona fide Club
  - Church
  - Lodge/Society
  - Chamber of Commerce or similar Civic or Trade Organization
  - Veteran's Organization
  - Fair Association

(a) Name Jomal Lions Club

(b) Address \_\_\_\_\_  
(Street)  Town  Village  City

(c) Date organized 1929

(d) If corporation, give date of incorporation 5/21/86

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Vinnie Rowan

Vice President Jim Weinmuff

Secretary Brooke Schlotter

Treasurer Jeff Cram

(g) Name and address of manager or person in charge of affair: Jina Thompson, 310 N Superior Ave, Jomal or 719 Alyssa St, Jomal

### 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 800-900 Block, Superior Ave

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? —

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

(e) Number of Attendees 1500-3500 \*\*SITE PLAN MUST BE ATTACHED TO THIS APPLICATION\*\*

### 3. Name of Event

(a) List name of the event Downtown Thursday Night

(b) Dates of event July 15, 2021

### DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer President Vincent L Rowan 2/14/21  
(Signature/date)

Officer [Signature] 2/14/21  
(Signature/date)

Date Filed with Clerk 3/9/2021

Date Granted by Council \_\_\_\_\_

Jomal Lions Club  
(Name of Organization)

Officer [Signature] 2/14/21  
(Signature/date)

Officer [Signature] 2/14/21  
(Signature/date)

Date Reported to Council or Board \_\_\_\_\_

License No. \_\_\_\_\_

### Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00 (Pd) # 5000414

Application Date: June 6, 2021

Town  Village  City of Jonah

County of Monroe

The named organization applies for: (check appropriate box(es))

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5:00 PM and ending 10:00 PM and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

- 1. Organization** (check appropriate box) →
- Bona fide Club
  - Church
  - Lodge/Society
  - Chamber of Commerce or similar Civic or Trade Organization
  - Veteran's Organization
  - Fair Association

(a) Name Jonah Lions Club

(b) Address \_\_\_\_\_  
(Street)  Town  Village  City

(c) Date organized 1929

(d) If corporation, give date of incorporation 5/21/86

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Vinnie Rowan

Vice President Jim Weinmuller

Secretary Brooke Schlotter

Treasurer Jeff Crum

(g) Name and address of manager or person in charge of affair: Jina Thompson, 310 N Superior Ave, Jonah IA Alyssa St, Jonah

**2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:**

(a) Street number 800-900 Block, Superior Ave

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? —

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

(e) Number of Attendees 1500-3500 **\*\*SITE PLAN MUST BE ATTACHED TO THIS APPLICATION\*\***

**3. Name of Event**

(a) List name of the event Downtown Thursday Night

(b) Dates of event July 29, 2021

**DECLARATION**

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer President Vincent L Rowan 2/14/21 Officer Jonah Lions Club (Name of Organization)

Officer [Signature] 2/14/21 Officer [Signature] 2/14/21

Officer [Signature] 2/14/21 Officer [Signature] 2/14/21

Date Filed with Clerk 3/9/2021

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

### Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00 (Pd) #5000414 Application Date: April 6, 2021  
 Town  Village  City of Jonas County of Monroe

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5:00 PM and ending 10:00 PM and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

- 1. Organization** (check appropriate box) →
- Bona fide Club
  - Church
  - Lodge/Society
  - Chamber of Commerce or similar Civic or Trade Organization
  - Veteran's Organization
  - Fair Association

(a) Name Jonas Lions Club

(b) Address \_\_\_\_\_  
(Street)  Town  Village  City

(c) Date organized 1929

(d) If corporation, give date of incorporation 5/21/86

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Vinnie Rowan

Vice President Jim Weinmull

Secretary Brooke Schlotter

Treasurer Jeff Chan

(g) Name and address of manager or person in charge of affair: Jina Thompson, 310 N Superior Ave, Jonas  
Jonas 214 Alyssa St, Jonas

**2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:**

(a) Street number 800-900 Block, Superior Ave

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? —

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

(e) Number of Attendees 1500-3500 **\*\*SITE PLAN MUST BE ATTACHED TO THIS APPLICATION\*\***

**3. Name of Event**

(a) List name of the event Downtown Thursday Night

(b) Dates of event August 5, 2021

#### DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Vinnie Rowan 2/14/21 Officer Jim Weinmull 2/14/21  
(Signature/date) (Name of Organization) (Signature/date)

Officer Brooke Schlotter 2/14/21 Officer Jeff Chan 2/14/21  
(Signature/date) (Signature/date)

Date Filed with Clerk 3/9/2021 Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_ License No. \_\_\_\_\_



### Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00 (Pd) #5000414 Application Date: Jan 6, 2021  
 Town  Village  City of Jonas County of Monroe

The named organization applies for: (check appropriate box(es))

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5:00 PM and ending 10:00 PM and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

- 1. Organization** (check appropriate box) →
- Bona fide Club
  - Church
  - Lodge/Society
  - Chamber of Commerce or similar Civic or Trade Organization
  - Veteran's Organization
  - Fair Association

(a) Name Jonas Lions Club

(b) Address \_\_\_\_\_ (Street)  Town  Village  City

(c) Date organized 1929

(d) If corporation, give date of incorporation 5/21/86

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Vinnie Rowan

Vice President Jim Weinmann

Secretary Brooke Schlotke

Treasurer Jeff Cram

(g) Name and address of manager or person in charge of affair: Jana Thompson, 310 N Superior Ave, Jonas via Alyssa St, Jonas

**2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:**

(a) Street number 800-900 Block, Superior Ave

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? —

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

(e) Number of Attendees 1500-3500 **\*\*SITE PLAN MUST BE ATTACHED TO THIS APPLICATION\*\***

**3. Name of Event**

(a) List name of the event downtown Thursday Night

(b) Dates of event August 12, 2021

**DECLARATION**

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer President Vincent L Rowan 2/14/21 Officer Jonas Lions Club 2/14/21  
(Signature/date) (Name of Organization)

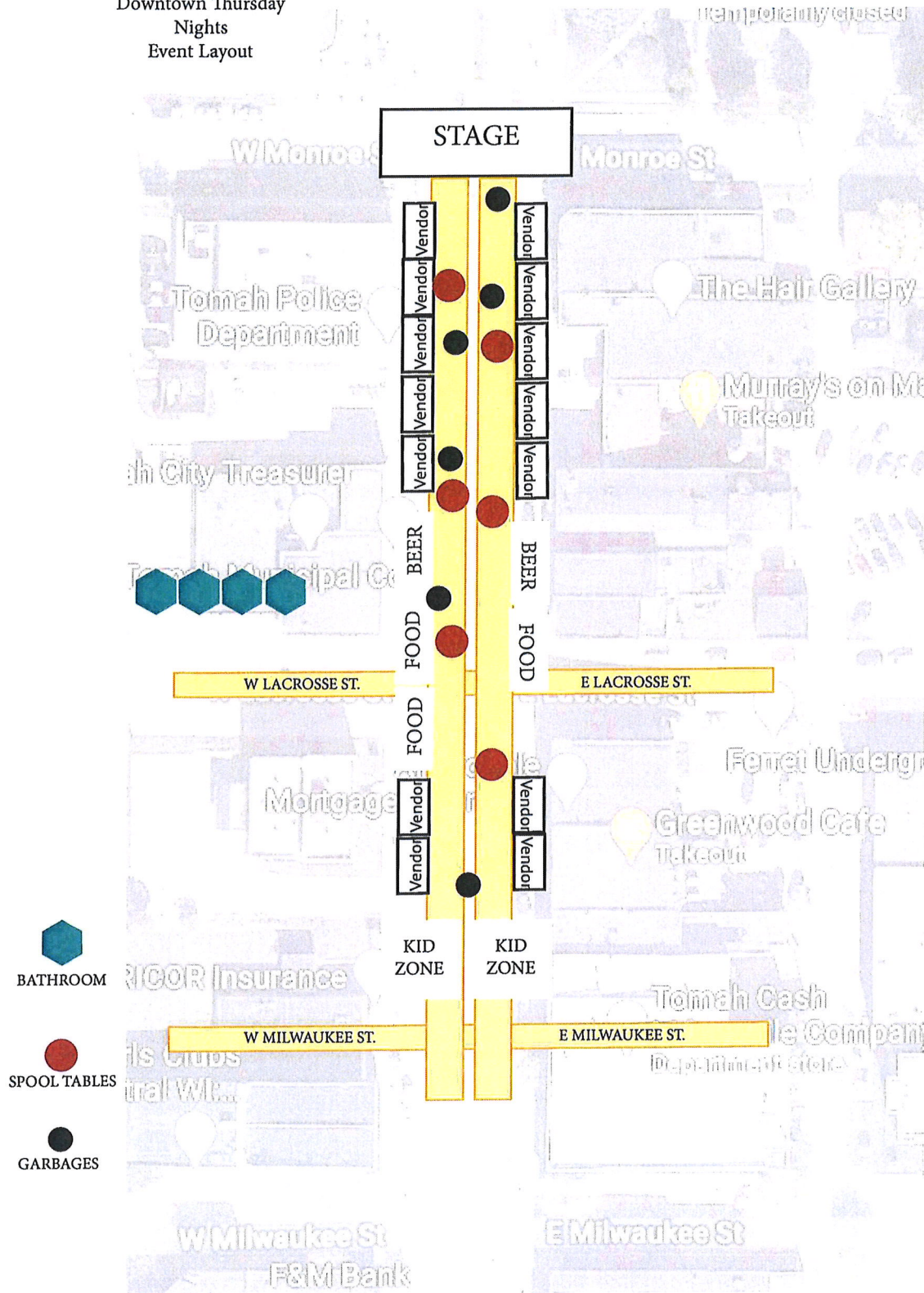
Officer [Signature] 2/14/21 Officer [Signature] 2/14/21  
(Signature/date) (Signature/date)

Officer [Signature] 2/14/21 Officer [Signature] 2/14/21  
(Signature/date) (Signature/date)

Date Filed with Clerk 3/19/2021 Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_ License No. \_\_\_\_\_

Downtown Thursday  
Nights  
Event Layout



## STAFF COMMITTEE PREPARATION REPORT

### Agenda Item:

Secondhand Article & Jewelry Dealer Licenses Application for Area 51

### Summary and Background Information:

(Appropriate Documentation Attached)

Steven Pierce with Area 51, formerly known as Tomah Hock and Pawn, has applied for a Secondhand Article Dealer License and a Secondhand Jewelry Dealer License for the premise at 320 Superior Ave, Tomah, WI 54660, for the licensing period of January 1, 2021 through December 31, 2021.

### Fiscal Note:

The City receives \$27.50 for the Secondhand Article Dealer License and \$30.00 for the Secondhand Jewelry License for a grand total of \$57.50.

### 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 and Jewelry Dealer licenses as requested.

Respectfully submitted by:

Berta A. Downs

Committee: Committee of the Whole & Common Council

Meeting Date: March 15 & 16, 2021

## STAFF COMMITTEE PREPARATION REPORT

**Agenda Item:**

Application for "Class A" Liquor License for Casey's General Store #1933, Anthony Hawks-Agent, for the period 3/15/2021 through 6/30/2021

**Summary and Background Information:**

(Appropriate Documentation Attached)

Casey's Marketing Company DBA Casey's General Store #199, Agent Anthony Hawks, has applied for a "Class A" Liquor License for the premise at 313 N Superior Avenue, Tomah, WI 54660, for the period of March 15, 2021 through June 30, 2021.

**Fiscal Note:**

Total revenue generated to the City of Tomah by the issuance of this prorated license is \$116.66.

**Recommendation:**

The application has been completed and reviewed. It is requested that the Committee of the Whole recommend the Common Council to approve the "Class A" Liquor License as requested.

Respectfully submitted by:

Berta A. Downs

Committee: Committee of the Whole & Common Council

Meeting Date: March 15 & 16, 2021

**CITY OF TOMAH  
2021 LIQUOR LICENSES  
EFFECTIVE: 3/15/2021 – 6/30/2021**

The following have applied for "Class A" Liquor License in the City of Tomah:

1. Casey's General Store #1933 (Casey's Marketing Company): Anthony Hawks, Agent at 313 N Superior Ave

***Publish: Monroe County Herald Newspaper-In-Line Single Column Legal Notice-Thursdays paper 3/11/2021. Please charge Account #8988 City Clerk – City of Tomah. Please provide affidavit of publication. Thank you!***

# STAFF COMMITTEE PREPARATION REPORT

## Agenda Item:

2021 Budget Amendment Park Space Fees

## Summary and Background Information:

(Appropriate Documentation Attached)

The Parks and Recreation Department has recommended to use up to \$25,000.00 of Park Space Fees to assist in the completion of the n.a.s.a. all abilities playground at Butts Park. Tomah n.a.s.a has raised over \$200,000.00 for the playground.

## Fiscal Note:

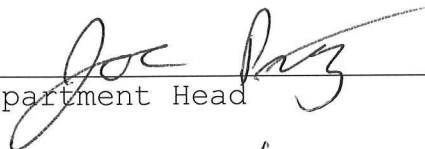
Revenue Budget Line(s) Amended:

Account Name	Account #	Original Budget	Budget Adjustment	Final Budget
Fund Balance Park Space	Fund Balance	0	\$25,000.00	\$25,000.00

Expenditure Budget Line(s) Amended:

Account Name	Account #	Original Budget	Budget Adjustment	Final Budget
Parks Outlay	08-5720-810	0.	\$25,000.00	\$25,000.00

## Recommendation:

  
 \_\_\_\_\_  
 Department Head

3-9-21  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 City Administrator

03/09/2021  
 \_\_\_\_\_  
 Date

Committee: Committee of the Whole  
 Meeting Date: March 15, 2021

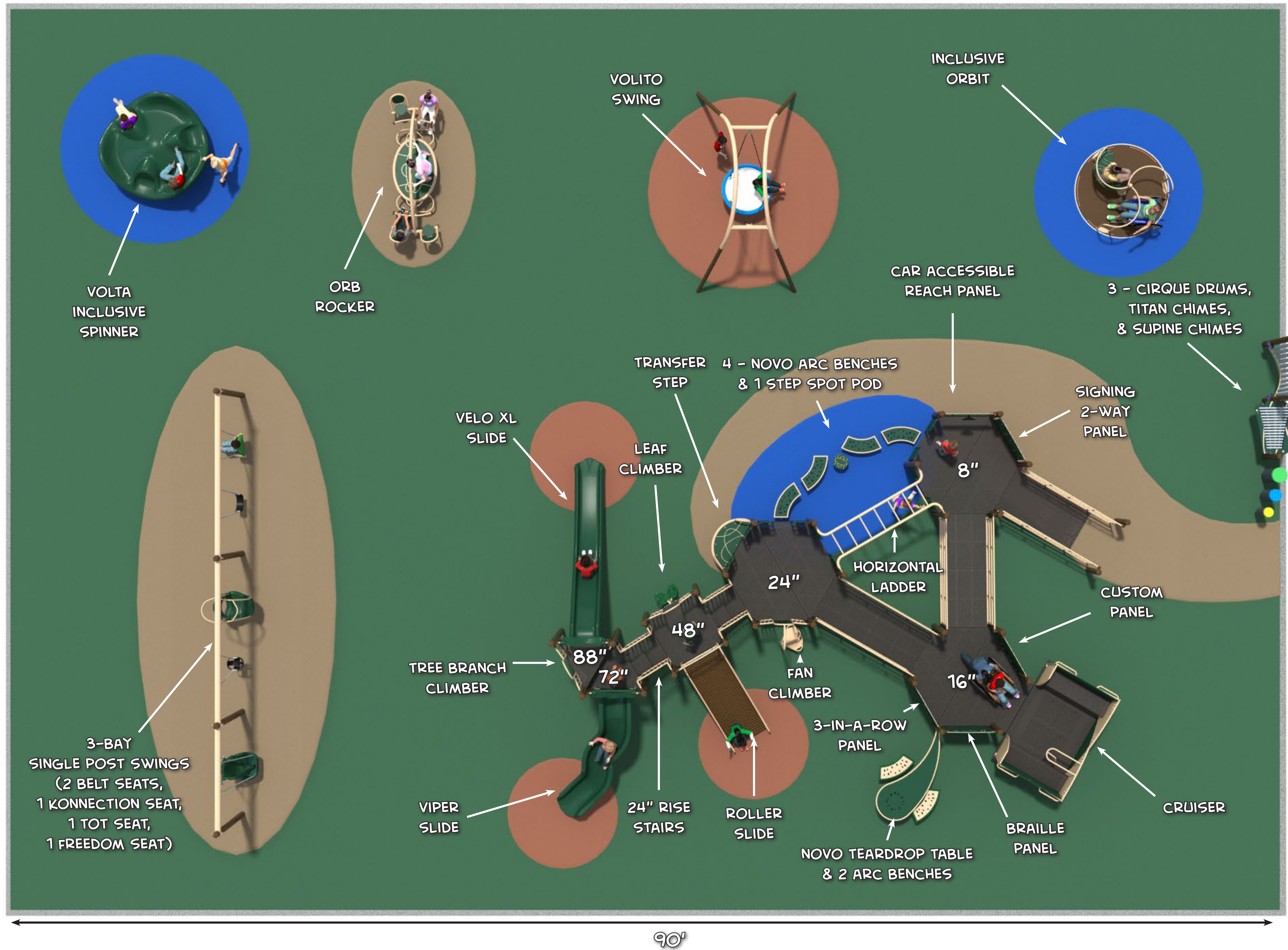




# LEE RECREATION, LLC

Providing Fun Across Wisconsin Since 1995

info@leerecreation.com • 260 W. Main Street • Cambridge, WI 53523



USE ZONE: 90' X 64'  
 AGE RANGE: 5-12  
 FALL HEIGHT: 8'  
 # OF ACTIVE PLAY EVENTS: 33  
 COLORS: GREEN, TAN, AND BROWN



CITY OF TOMAH  
STAFF COMMITTEE PREPARATION REPORT  
**March 16<sup>th</sup>, 2021**

**Agenda Item:** Request from Veterans Assistance Foundation Inc. & Rice Development LLC to obtain a Conditional Use Permit to construct two separate Duplexes on one single lot in the R3-Multifamily Residential District.

**Summary and background information:** Applicant wishes to construct two separate Duplexes on one single lot. The conditional use for a Planned Residential Development would allow the developer to construct two separate primary structures on a single lot. A Planned Residential Development allows district regulations be varied provided adequate open space is provided so average intensity and density of land use is not greater than permitted for the district in which it is located. The proposed development meets all district regulations pertaining to setbacks, density, and lot coverage. (see attached Schedule of Regulations)

**Sec. 52-80. - Residential uses.**

The following residential and quasi-residential uses shall be conditional uses and may be permitted as specified:

- (1) Planned residential developments, such as cluster developments in R-2 and R-3 residential districts. The district regulations may be varied, provided that adequate open space shall be provided so average intensity and density of land use shall be no greater than permitted for the district in which it is located. (See schedule of regulations, section 52-40.)  
Planned residential developments cannot be broken into separate units without approval of the planning commission.

**Recommendation:** Based on review of the application the Plan Commission recommends approval of the Conditional Use Permit with site plan provided.

  
\_\_\_\_\_  
Zoning Administrator

3-2-21  
\_\_\_\_\_  
Date

## NOTICE

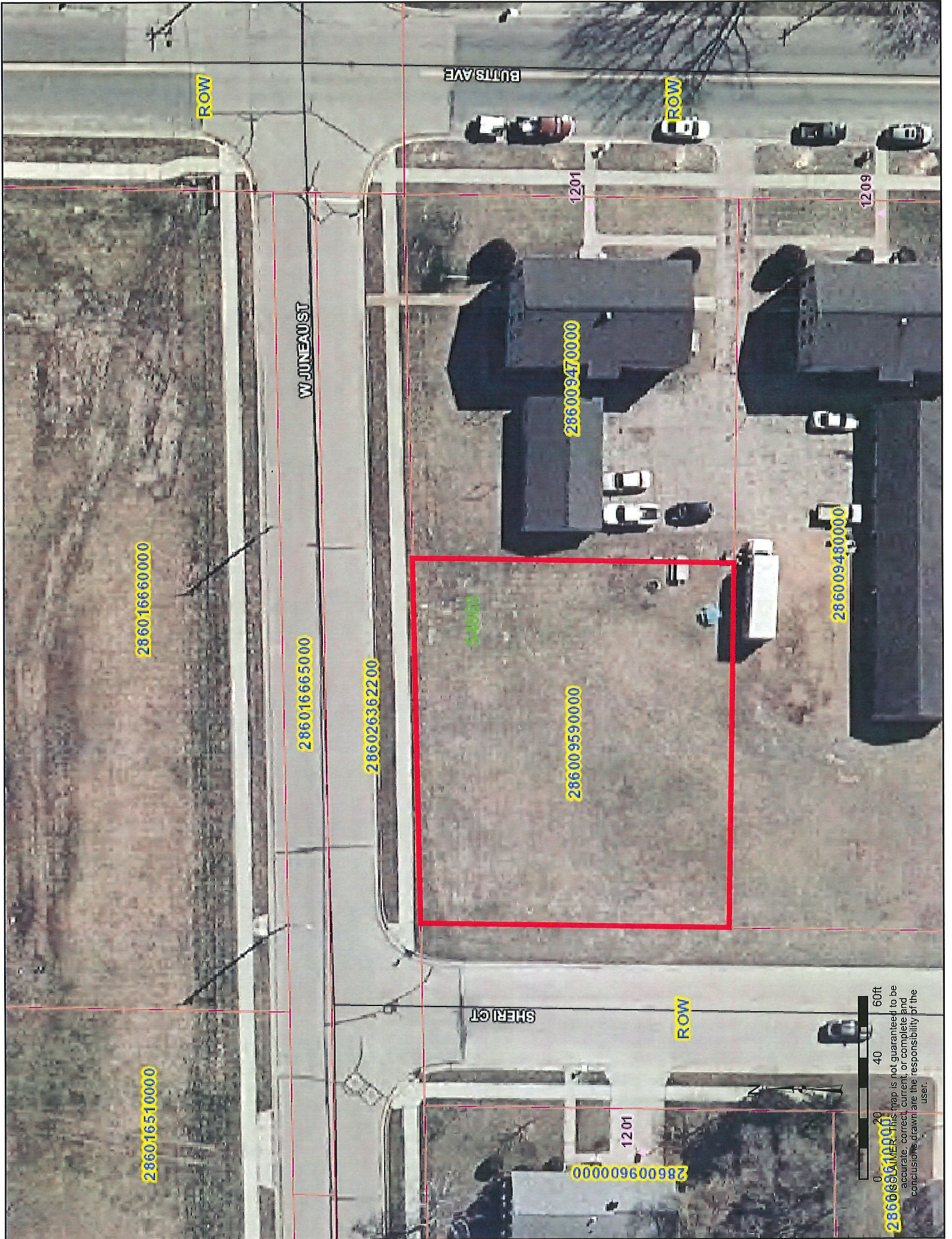
## CONDITIONAL USE PERMIT

Notice is hereby given pursuant to City Ordinance, Section 52-68, at the City of Tomah Planning Commission Meeting on February 25<sup>th</sup>, 2021, at 5:30 PM, in Council Chambers at City Hall, 819 Superior Av, Tomah WI and via zoom (Meeting ID 270 860 8080 Passcode 206751) a Public Hearing will be held to consider the Conditional Use Permit application of, Veterans Assistance Foundation Inc. & Rice Development LLC , to construct, two separate duplexes on one single lot in the R3-Multifamily Residential District.

Parcel #286-00959-0000, lot 14 of Grumann's Subdivision

City of Tomah Planning Commission

Publish Date(s): February 8<sup>th</sup> & 15<sup>th</sup>



286016660000

286016510000

286016665000

W JUNEAU ST

286026362200

540060

286009590000

286009470000

286009480000

286009600000

BUTTS AVE

ROW

ROW

1201

1201

1209

0 20 40 60ft

**286009600000** AMERIMAP

This map is not guaranteed to be accurate, current, or complete and conclusions drawn are the responsibility of the user.

**Sec. 52-80. - Residential uses.**

The following residential and quasi-residential uses shall be conditional uses and may be permitted as specified:

- (1) **Planned residential developments, such as cluster developments in R-2 and R-3 residential districts.** The district regulations may be varied, provided that adequate open space shall be provided so average intensity and density of land use shall be no greater than permitted for the district in which it is located. (See schedule of regulations, section 52-40.) Planned residential developments cannot be broken into separate units without approval of the planning commission.
- (2) The following special provisions shall be complied with (see schedule of regulations, section 52-40):
  - a. Clubs, fraternities, lodges and meeting places of a noncommercial nature in the R-2 and R-3 residential districts, provided all principal structures and uses are not less than 25 feet from any residential lot line.
  - b. Rest homes, nursing homes, homes for the aged, and clinics in the R-2 and R-3 residential districts, provided all principal structures and uses are not less than 25 feet from any lot line. Family Child Care centers in R-1, R-2, and R-3 residential districts, and in B, B-1, B-2 business districts, M-1, M-2, and M-3 industrial districts, and in I institutional district.
  - c. Home occupations and professional offices in the R-1, R-2 and R-3 residential districts.
  - d. Boardinghouses, roominghouses, and rooming unit in R-2, and R-3 with a conditional use permit.

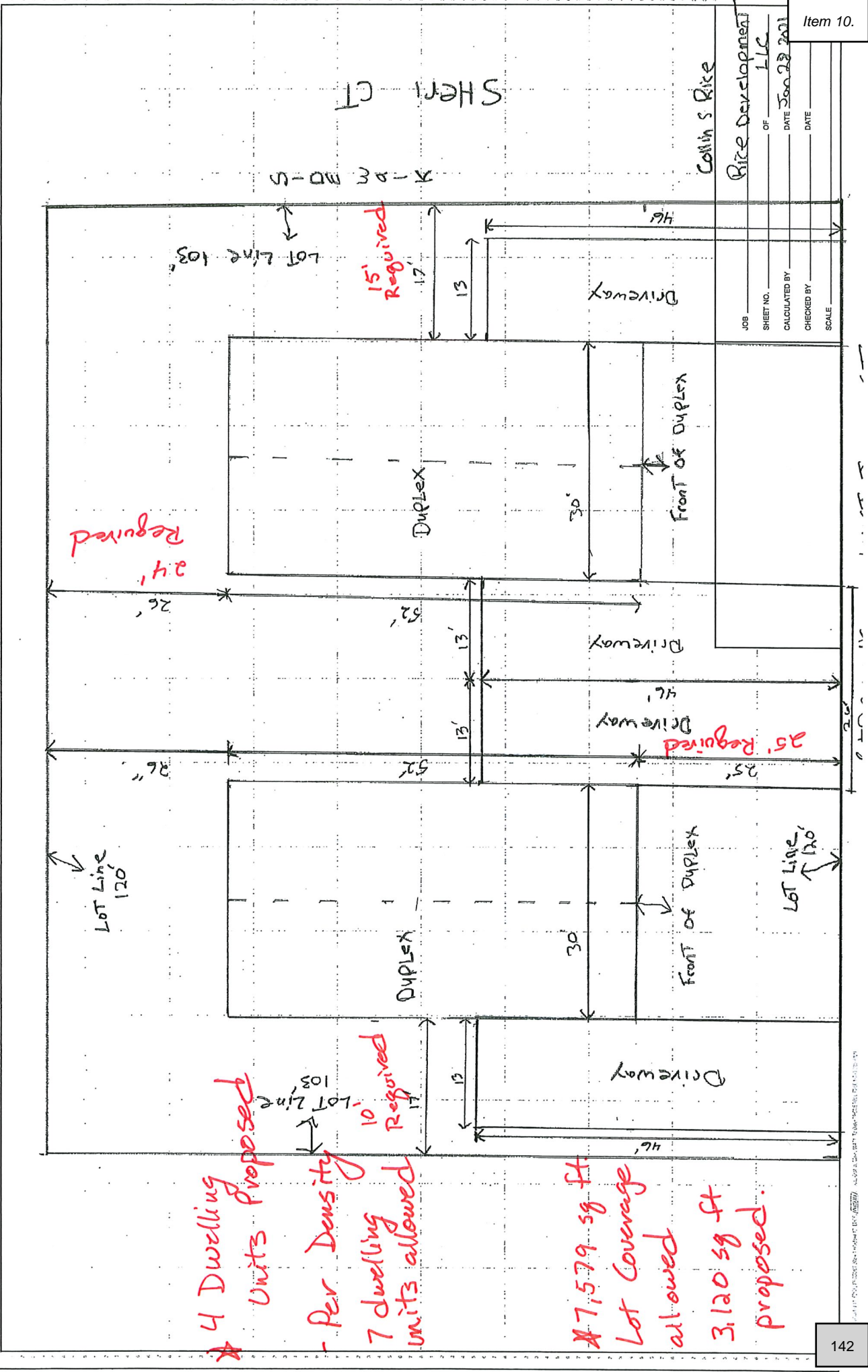
(Code 1993, § 17.34; Ord. No. 2007-09-08-C, §§ 6, 7, 9-10-2007; Ord. No. 2020-10-13-D, § 4, 10-13-2020)

Sec. 52-40. - Schedule of regulations.

Following is the schedule of regulations as they apply to each zoning district:

SCHEDULE OF REGULATIONS

Zone	Lot Requirements		Minimum Yard Requirements (Ft.)						Maximum Building Height	% Max. Lot Coverage	Min. Lot Area Per Dwelling	Use
	Area in Sq. Ft.	Frontage in Ft.	Front	Each Side	Rear	Each Side	Rear	Each Side				
R-1 Residential	7,200	60	(h) 25	(c) 10	(i) 30	(c) 3	(i) 3	(c) 3	2	30	7,200	1-family dwelling
R-2 Residential	7,200	60	(h) 25	(c), (j) 10	(i) 30	(c) 3	(i) 3	(c) 3	2	35	3,600	2-family dwelling
R-3 Residential	7,200	60	(h) 25	(c), (j) 10	(i) 20	(c) 3	(i) 20	(c) 3	3	40	1,800	Multi-family dwelling
B Business	(a) 3,000	20	None	(d) None	(d) 10	None	(d) 10	10	3	45	—	General business



24' Required

15' Required

25' Required

4 Dwelling Units Proposed

Per Density 7 dwelling units allowed

7,579 sq ft Lot Coverage allowed

3,120 sq ft proposed.

JOB \_\_\_\_\_ OF \_\_\_\_\_  
 SHEET NO. 116  
 CALCULATED BY \_\_\_\_\_ DATE 300.28.2011  
 CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 SCALE \_\_\_\_\_



# FLEET MANAGEMENT

PREPARED FOR:



**Ben Walljasper**

FLEET CONSULTANT

**(262) 446-0501**

PHONE

**[benjamin.a.walljasper@efleets.com](mailto:benjamin.a.walljasper@efleets.com)**

EMAIL



# FLEET SYNOPSIS | CITY OF TOMAH

## THE SITUATION

### Current light duty fleet age is negatively impacting the overall budget and fleet operations

- 35% of the light duty fleet is currently 10 years or older
- 54% of the light duty fleet is currently 6 years or older
- 8 years is the current average age of the fleet (Police Dept average is 4 years old)
- 9.25 years – time it would take to cycle this entire segment of the City’s fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

## THE OBJECTIVES

### Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$700,000 in first 10 years

- Shorten the current average vehicle life cycle from 9 years closer to 4 years
- First 2 years self-funded (leverage resale gains to offset lease payments)
- Provide a lower sustainable fleet cost that is predictable year over year
- Once fully implemented with all vehicles on lease/finance – 12% sustainable savings
- Significantly reduce Maintenance by up to an estimated 70%
- Reduce the overall fuel spend through more fuel-efficient vehicles by an estimated 20%
- Leverage an open-ended equity lease to maximize cash flow opportunities and recognize equity owned by City
- Review program on an annual basis

### Additional Benefits

- Improved Safety and Risk with newer vehicles and up to date safety technology
- Less downtime and more time for City mechanics to focus on larger, more expensive vehicles/equipment
- Replacing vehicles more frequently offers the best vehicles for the job and most cost effective options consistently

### Piggyback The Sourcwell awarded RFP #060618-EFM that addresses the following:

- Access to all fleet management services as applicable to the needs of the city
- Supports the city’s need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

## THE RESULTS

By partnering with Enterprise Fleet Management, the City of Tomah will be better able to leverage its’ buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. Leveraging an open-ended lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, the City of Tomah will leverage Enterprise Fleet Management’s ability to sell vehicles at an average of 114% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, the City of Tomah will have a much more sustainable and predictable budget moving forward.



# PROJECTED BUDGET IMPACT | CITY FLEET

Fiscal Year	Fleet Mix			Fleet Cost							Annual		
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Total Capital Outlay	Maintenance	Fuel	Fleet Budget	Net Cash
Average	25	2.0	25	0	70,466	0				22,500	24,000	116,966	0
'21	25	17	8	17	0	108,361	(121,500)		-13,139	10,938	20,234	18,033	98,933
'22	25	2	6	19	0	122,683	(16,200)	(60,517)	45,966	9,578	19,791	75,335	41,631
'23	25	10	5	20	0	134,445	(18,400)	(10,934)	105,110	8,898	19,569	133,577	-16,611
'24	25	3	3	22	0	151,972	(21,350)	(71,451)	59,170	7,538	19,126	85,834	31,132
'25	25	13	0	25	0	160,118	(53,400)	(113,826)	-7,108	5,497	18,462	16,851	100,115
'26	25	8	0	25	0	160,118		(105,672)	54,446	5,497	18,462	78,405	38,561
'27	25	13	0	25	0	160,118		(21,869)	138,249	5,497	18,462	162,208	-45,242
'28	25	2	0	25	0	160,118		(90,384)	69,735	5,497	18,462	93,693	23,272
'29	25	12	0	25	0	160,118		(37,750)	122,368	5,497	18,462	146,327	-29,361
'30	25	3	0	25	0	160,118		(192,683)	-32,565	5,497	18,462	-8,606	125,572
												<b>10 Year Savings</b>	<b>\$368,003</b>

# PROJECTED BUDGET IMPACT | POLICE FLEET

Fiscal Year	Fleet Mix			Fleet Cost							Annual		
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Total Capital Outlay	Maintenance	Fuel	Fleet Budget	Net Cash
Average	12	2.0	12	0	86,000	0				19,008	52,500	157,508	0
'21	12	5	7	5	0	48,205	(31,500)	(19,836)	-3,131	16,762	48,125	61,756	95,752
'22	12	6	4	8	0	90,209	(58,500)	(26,258)	5,451	15,415	45,500	66,366	91,142
'23	12	7	1	11	0	119,813	(66,400)	(38,717)	14,697	14,067	42,875	71,639	85,869
'24	12	8	0	12	0	131,288	(21,000)	(38,717)	71,572	13,618	42,000	127,190	30,318
'25	12	7	0	12	0	131,288		(38,717)	92,572	13,618	42,000	148,190	9,318
'26	12	7	0	12	0	131,288		(38,717)	92,572	13,618	42,000	148,190	9,318
'27	12	7	0	12	0	131,288		(38,717)	92,572	13,618	42,000	148,190	9,318
'28	12	7	0	12	0	131,288		(49,811)	81,477	13,618	42,000	137,095	20,413
'29	12	8	0	12	0	131,288		(38,717)	92,572	13,618	42,000	148,190	9,318
'30	12	7	0	12	0	131,288		(38,717)	92,572	13,618	42,000	148,190	9,318
												<b>10 Year Savings</b>	<b>\$370,084</b>

# CASE STUDY | ENTERPRISE FLEET

## CASE STUDY | CITY OF WAUSAU



### City of Wausau Improves Light-Duty Fleet and Saves More Than \$482K Over 4-Years.

#### BACKGROUND

Location: Wausau, WI  
Industry: Government  
Total vehicles: 64 vehicles

#### THE PROBLEM

The City of Wausau's light-duty fleet had an average age of 9 years. City mechanics were spending time reactively handling maintenance and repairs to keep the aging vehicles on the road. Maintenance and fuel expenses continually increased for the city as aged vehicles lost efficiency over time. The city's budget for the fleet dictated when vehicles could be replaced. Once vehicles qualified for replacement by the city's standards, they had very little resale value and were only being sold through public auction.

#### THE SOLUTION

Enterprise Fleet Management proposed a 4-year replacement strategy to help refresh the City's Light-Duty Fleet. By leveraging a Government Equity Lease funding platform, they were able to replace vehicles each year to fit within their purchase budget. With a replacement strategy that had them cycling vehicles faster, the City has seen an increase in resale returns.

**"The decision to work with Enterprise Fleet Management to improve our light-duty fleet has been one of the best we've made. Not only are we seeing the financial savings, but our mechanics have been able to focus more of their time on more expensive, specialized equipment and machinery. Our employees also appreciate driving newer, safer vehicles with better features to make doing their job easier."**

*– Mark Hansen, Fleet and Facilities Manager*

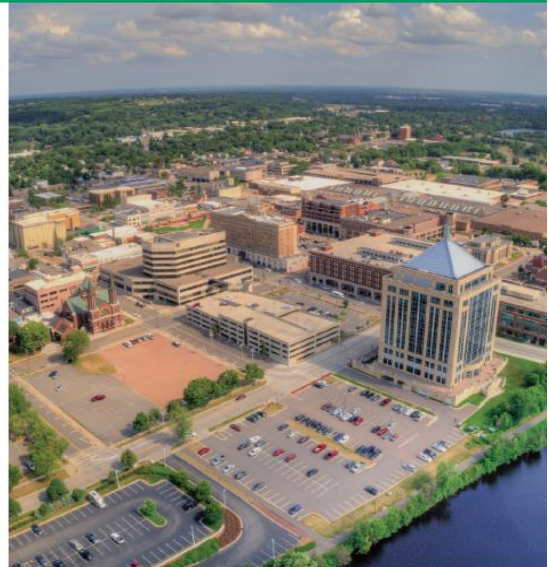
#### THE SOLUTION

Additional benefits to the replacement strategy include a 35% improvement in fuel economy, and an average of \$30,000 in annual maintenance costs.

#### THE RESULTS

The City of Wausau has experienced a \$482,697 net budget savings over the past 4 years compared to the average budget prior to partnering with Enterprise Fleet Management. These savings were realized even as the total miles traveled by the City increased from 118,000 in 2015 to roughly 328,000 total annual miles in 2019 (177% increase). The partnership has also allowed the City of Wausau to reduce the average age of their vehicles down to 4 years, and presents creative opportunities, as in 2019, when the City was able to turn in 4 leases early for net cash return of \$33,961.

**To learn more, visit [efleets.com](http://efleets.com) or call 877-23-FLEET.**



#### Key Results

# \$482,697

NET BUDGET SAVINGS  
OVER 4 YEARS



# 35%

IMPROVEMENT  
AVERAGE MPG  
OVER 4 YEARS

# 177%

INCREASE IN ANNUAL MILEAGE  
WITH AVERAGE ANNUAL FLEET  
SAVINGS OF 38%



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# ACCOUNT MANAGEMENT

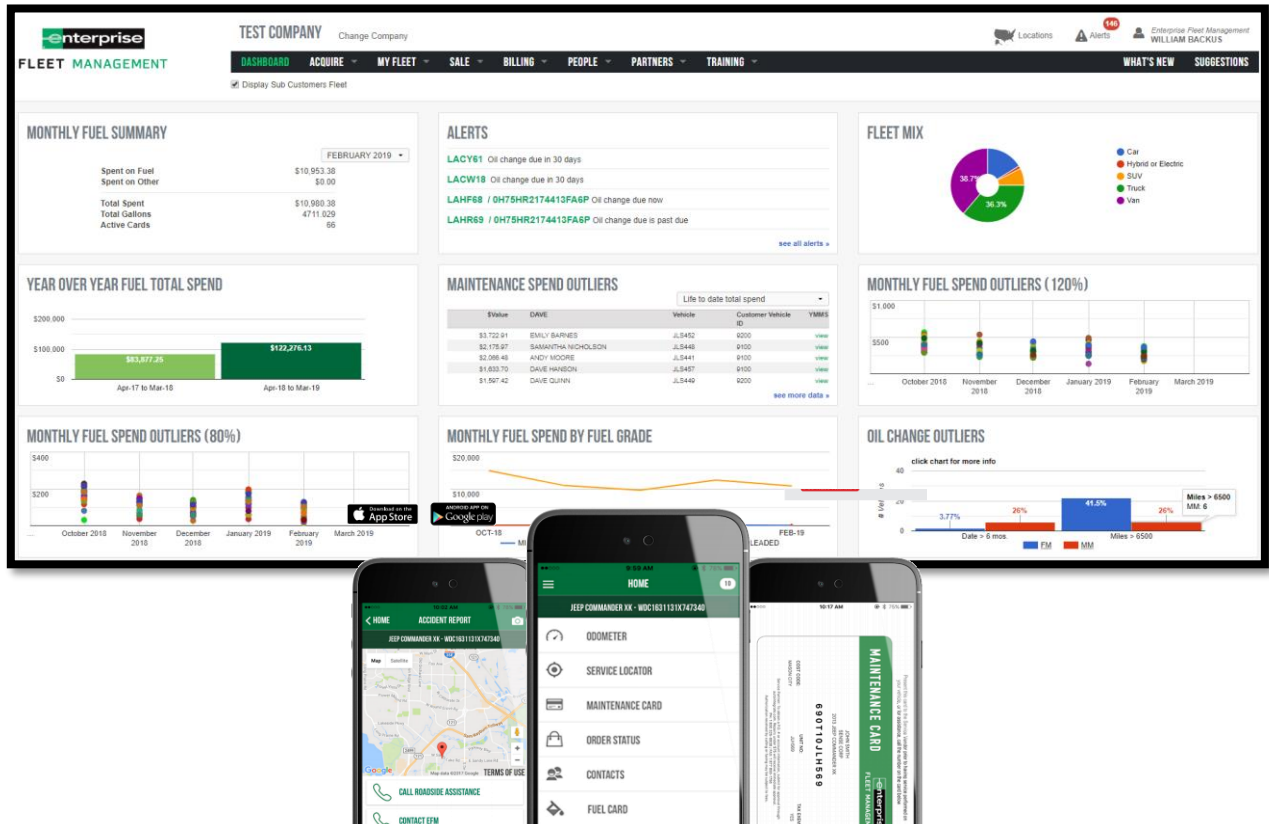
The City of Tomah will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Account Manager meets with you 2-3 times a year for both financial and strategic planning.
- Your Account Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

# TECHNOLOGY

Enterprise Fleet Management’s website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



# REFERENCES | CITY OF TOMAH

## CURRENT PARTNERS:

- City of La Crosse
- City of Ashland
- City of Sparta
- Dunn County
- City of Manitowoc
- Buffalo County
- City of Wausau
- City of Platteville
- Shawano County
- Polk County
- City of Oak Creek
- La Crosse County
- Green Lake County
- Oconto County

## REFERENCE:

Below is a list of at least two (2) client references including company name, contact person, and telephone number.

1. City: **City of Sparta**  
 Business Phone #: (608) 269-4340 x222  
 Contact Person: Mark Sund, Administrator/Finance Director
  
2. City: **City of La Crosse**  
 Business Phone #: (608) 789-7578  
 Contact Person: Valerie Fenske, Finance Director

## COOPERATIVES:

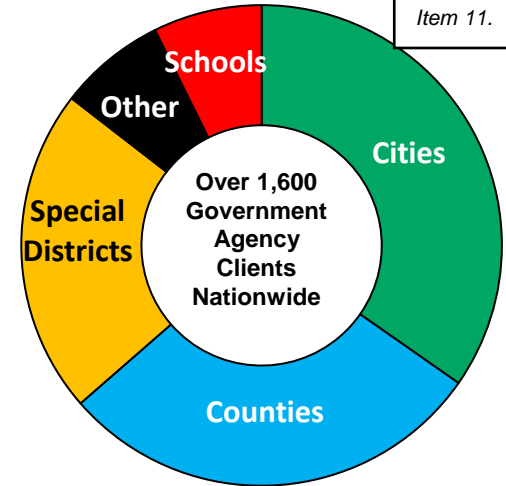
- TIPS/TAPS USA
- SOURCEWELL



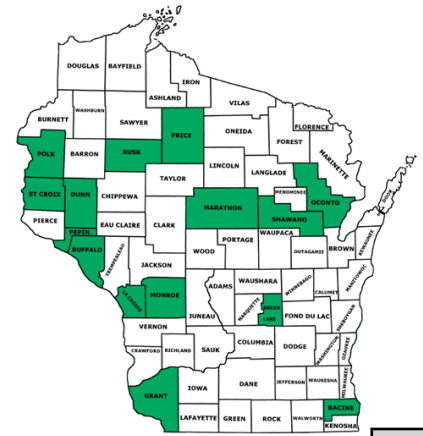
# LOCAL GOVERNMENT PARTNERS



Item 11.



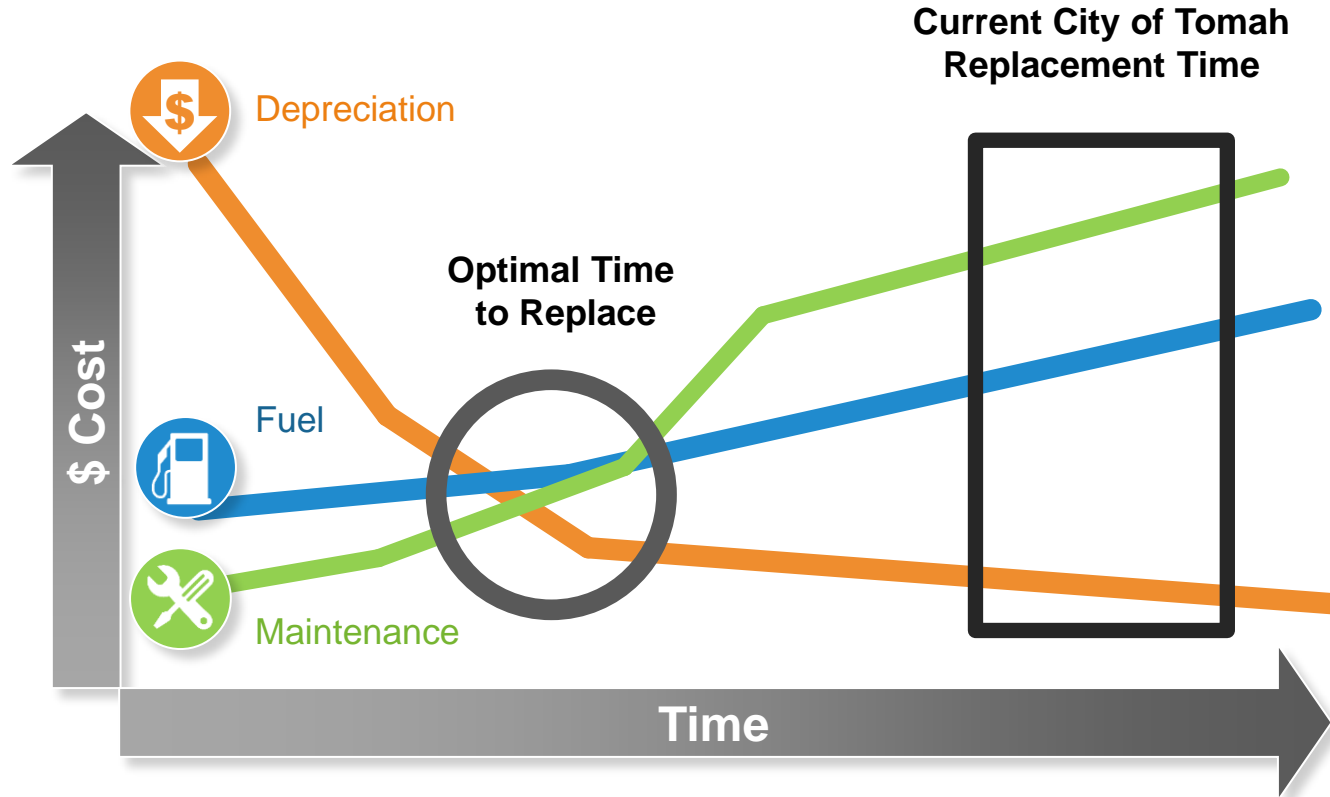
Over 1,600  
Government  
Agency  
Clients  
Nationwide



150

# IDEAL REPLACEMENT STRATEGY

Item 11.



## Key Observations

- Maintenance costs in your current replacement window can be double the costs of vehicles in the optimal range
- Fuel costs are 25% - 30% higher or more depending on vehicle type
- Resale values are 70% - 80% lower at your typical replacement interval vs. optimal
- Replacing vehicles at optimal time is cost neutral to current plan.

# GOVERNMENT EQUITY LEASE

Item 11.

## Flexibility - Ownership

### Traditional Financing

**Vehicle Price \$25,000**

**\$17,500 Market Value**

After 60 month term and 50k miles.

Traditional Financing

**\$0**

**\$17,500 in Equity**

### Enterprise Solution

**Vehicle Price \$25,000**

**\$17,500 Market Value**

After 60 month term and 50k miles.

Commercial  
Open-End Lease

**\$5,000**

**\$12,500 in Equity**

**Approx. \$83/month lower  
payment per vehicle**

- **Cash Flow**
  - **Less Budget Required**
  - **More Sustainable**
- **No Restrictions**
  - **Mileage**
  - **Condition**
  - **Early Termination**
- **Paying Closer to Usage**
  - **Life of Vehicle Being Used**



# GOVERNMENT CYCLE EXAMPLE

Item 11.

## Vehicle Information

Unit Number	225TZS	VIN	1FTFW1EF6GKE48964	Cust Vehicle ID	Public Works
Year	2016	Make	Ford	Model	F-150
Series	XL 4x4 SuperCrew Cab Styleside 6.5 ft. box 157 in. WB				

Lease Term	60	Allowable Maint. Miles	14583	In Service Date	05/20/2016
Months in service	35	Maint. Overmileage	0	Billing End Date	04/18/2019
Lease Ending Miles	6,529	Maint. Overmileage Rate	\$0.0450		
Maint. Program Miles	6,529	Maint. Overmileage Charge	\$0.00		

\$29,527.20 Total Capitalized Amount (Delivered Price)

Vehicle Sale Date	05/21/2019	Gross Vehicle Sale Price	\$30,000.00
		Reduced Book Value	\$(18,361.51)
		Gross Gain / (Loss)	<u>\$11,638.49</u>
		Sales Tax	0.0000% \$0.00
		Total Sales Fees/Charges	<u>\$400.00</u>
Settlement Date	05/28/2019	<u>Net Settlement Amount Gain / (Loss)</u>	<b>\$11,238.49</b>
		Settlement Method :	Roll Gain



### ➤ Initial Truck – 2016 Ford

- Delivered Cost - \$29,527.50
- Monthly Payment - \$468.91
- Annual Payments - \$5,626.92
- Sold – 35 Months in Service
- Gross Sales Price - \$30,000

### ➤ 2nd Truck – 2019 RAM

- Delivered Cost - \$14,884.51
- Monthly Payment - **\$219.12**
- Annual Payments - **\$2,629.44**
- New Term – 36 Months

# FUEL SAVINGS – HEALTHIER LIFE CYCLE

Item 11.



Improved  
Engine

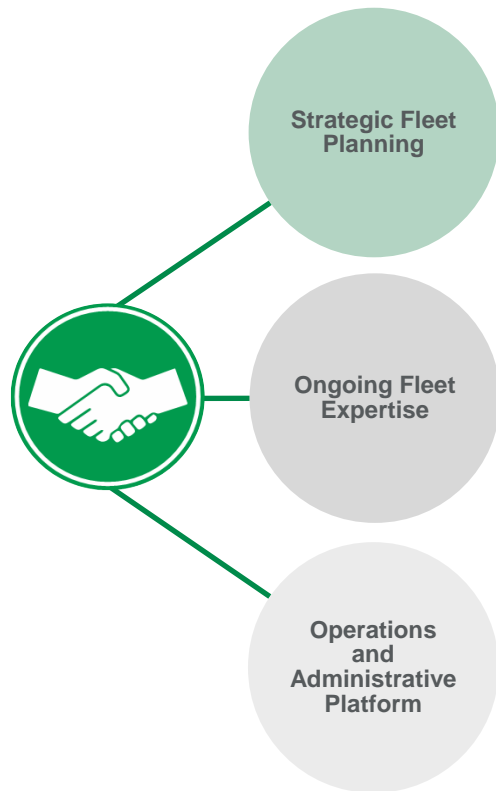
Improved  
Performance

Higher  
MPG

F150 Regular Cab Long bed	Engine	Output HP/ Torque	Combined MPG
2018	2.7L Eco boost V6	325HP/375	22
2012	3.7L V6	302HP/278	18
2007	4.6L V8	248HP/294	15
2002	4.2L V6	202HP/252	16
1997	5.4L V8	235HP/310	14

Improved  
**47%**  
*in 10 years*

# LOCAL ACCOUNT TEAM



- Vehicle Type Selection
- Savings Analysis
- Annual Review
  
- Safety & Risk
- Changing Markets
- Optimal Replacement Strategy
  
- Reduce Maintenance & Fuel Costs
- Tracking & Administration
- Maximize Mechanic's Time



# CITY OF TOMAH LIGHT DUTY FLEET BUDGET

Item 11.

Current Fleet	25	Fleet Growth	0.00%	Proposed Fleet	25
Current Cycle	12.50	Annual Miles	4,800	Proposed Cycle	3.40
Current Maint.	\$75.00			Proposed Maint.	\$18.32
Maint. Cents Per Mile	\$0.19	Current MPG	10	Price/Gallon	\$2.00

Fleet Mix			Fleet Cost								Annual		
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Total Capital Outlay	Maintenance	Fuel	Fleet Budget	Net Cash
Average	25	2.0	25	0	70,466	0				22,500	24,000	116,966	0

# ENTERPRISE FLEET SAVINGS ANALYSIS

Item 11.

Fleet Mix			Fleet Cost									Annual	
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Total Capital Outlay	Maintenance	Fuel	Fleet Budget	Net Cash
Average	25	2.0	25	0	70,466	0				22,500	24,000	116,966	0
'21	25	17	8	17	0	108,361	(121,500)		-13,139	10,938	20,234	18,033	98,933
'22	25	2	6	19	0	122,683	(16,200)	(60,517)	45,966	9,578	19,791	75,335	41,631
'23	25	10	5	20	0	134,445	(18,400)	(10,934)	105,110	8,898	19,569	133,577	-16,611
'24	25	3	3	22	0	151,972	(21,350)	(71,451)	59,170	7,538	19,126	85,834	31,132
'25	25	13	0	25	0	160,118	(53,400)	(113,826)	-7,108	5,497	18,462	16,851	100,115
'26	25	8	0	25	0	160,118		(105,672)	54,446	5,497	18,462	78,405	38,561
'27	25	13	0	25	0	160,118		(21,869)	138,249	5,497	18,462	162,208	-45,242
'28	25	2	0	25	0	160,118		(90,384)	69,735	5,497	18,462	93,693	23,272
'29	25	12	0	25	0	160,118		(37,750)	122,368	5,497	18,462	146,327	-29,361
'30	25	3	0	25	0	160,118		(192,683)	-32,565	5,497	18,462	-8,606	125,572
Average Annual Cap Budget: \$54,223.20										10 Year Savings		\$368,003	

# CITY OF TOMAH POLICE DEPT FLEET BUDGET

Item 11.

Current Fleet	12	Fleet Growth	0.00%	Proposed Fleet	12
Current Cycle	5.00	Annual Miles	17,500	Proposed Cycle	2.33
Current Maint.	\$132.00			Proposed Maint.	\$94.57
Maint. Cents Per Mile	\$0.09	Current MPG	12	Price/Gallon	\$3.00

Fleet Mix			Fleet Cost							Annual			
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Total Capital Outlay	Maintenance	Fuel	Fleet Budget	Net Cash
Average	12	2.0	12	0	86,000	0				19,008	52,500	157,508	0

# ENTERPRISE FLEET SAVINGS ANALYSIS - PD

Item 11.

Fiscal Year	Fleet Mix				Fleet Cost							Annual	
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Total Capital Outlay	Maintenance	Fuel	Fleet Budget	Net Cash
Average	12	2.0	12	0	86,000	0				19,008	52,500	157,508	0
'21	12	5	7	5	0	48,205	(31,500)	(19,836)	-3,131	16,762	48,125	61,756	95,752
'22	12	6	4	8	0	90,209	(58,500)	(26,258)	5,451	15,415	45,500	66,366	91,142
'23	12	7	1	11	0	119,813	(66,400)	(38,717)	14,697	14,067	42,875	71,639	85,869
'24	12	8	0	12	0	131,288	(21,000)	(38,717)	71,572	13,618	42,000	127,190	30,318
'25	12	7	0	12	0	131,288	0	(38,717)	92,572	13,618	42,000	148,190	9,318
'26	12	7	0	12	0	131,288		(38,717)	92,572	13,618	42,000	148,190	9,318
'27	12	7	0	12	0	131,288		(38,717)	92,572	13,618	42,000	148,190	9,318
'28	12	7	0	12	0	131,288		(49,811)	81,477	13,618	42,000	137,095	20,413
'29	12	8	0	12	0	131,288		(38,717)	92,572	13,618	42,000	148,190	9,318
'30	12	7	0	12	0	131,288		(38,717)	92,572	13,618	42,000	148,190	9,318
Average Annual Cap Budget: <b>\$63,292.60</b>										10 Year Savings		\$370,084	



**Ben Walljasper**  
*Senior Account Executive*

**262-446-0501**





819 N Superior Ave  
Tomah, WI 54660  
608.374.7400

"The Gateway to Cranberry Country"  
City Clerk Becki Weyer  
City Treasurer Julia Mann

Mayor Mike Murray  
City Administrator  
Bradley J. Hanson

March 9, 2021

## STAFF COMMITTEE PREPARATION REPORT

### Agenda Item:

Enterprise City Vehicle Lease Program.

### Summary and Background Information:

Currently the City's average vehicle usage is 12.5 years of age prior to its replacement. The City spends approximately \$70,000 annually with new vehicles and over \$70,000 with new Police Department vehicles. Enterprise leasing program will provide new vehicles over the next few years, bringing the average to about four years old prior to replacement. The leasing program will cost the City approximately the same or less than current annual budgeting. Existing vehicles will be auctioned off and savings created to acquire the new equipment over time at a cost savings to the City in acquisition, maintenance, and fuel efficiency. All appropriate departments have met with Enterprise representatives regarding this opportunity.

### Fiscal Note:

There is no immediate financial impact greater than already budgeted. The City is estimated to see some savings over the next three plus years with vehicle acquisition and sales.

### Recommendation:

City Administrator recommends to approve the light duty vehicle leasing program with Enterprise as presented.

### Decision Urgency:

There is no urgency with this decision, and could be delayed until the April, or a later Council meeting, or possible approval with first delivery not until after the 2022 budget - beginning January 1, 2022.

Department Director

Date

  
City Administrator

  
Date

## CBS Squared Inc.

### Agreement for Professional Services

This agreement is effective as of March 16, 2021 between City of Tomah, 819 Superior Ave, Tomah, WI 54660 (Client) and CBS Squared, Inc., 770 Technology Way, Chippewa Falls, WI 54729 (Consultant).

In accordance with the Master Agreement dated March 16, 2021, this letter agreement describes the scope, schedule, and payment conditions for Consultant's work on the Project described in the scope of services below.

**SCOPE:** The services to be provided by the Consultant for the Project will be to provide City Engineering services for the Client. All services will be requested by the Client by e-mail or written document with the Consultant providing an estimate of cost (if an estimate of costs can be determined) for each task item.

**PAYMENT:** The Project will be invoiced on a time and materials basis. Expenses will be invoiced based on GSA per diem rates or actual cost and mileage per the current federal mileage rate.

The payment method, basis, frequency and other special conditions are set forth below:

#### Hourly Basis

The Client and Consultant agree as to the hourly basis for payment for services provided by Consultant. The Client will be invoiced per the attached Rate Table for personnel. The Rate Table may be amended from time to time by mutual written agreement between the parties. Monthly charges for services shall be based on Consultant's Rate Table for personnel for applicable employees plus charges for expenses and equipment as agreed upon between the parties. Consultant shall be paid monthly for work performed.

#### Expenses

The following items represent reimbursable expenses by Consultant's employees or professional consultants on behalf of the Client providing the same are required to perform the work contracted for and shall be paid for as described in the Agreement.

1. Transportation and travel expenses (mileage).
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expenses connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, reports, plan and specification reproduction expenses.
6. Postage, handling, and specific delivery services.

- 7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
- 8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
- 9. Any sales tax or use tax (excluding specifically income tax) levied on professional services and on reimbursable expenses.
- 10. Other special expenses required in connection with the Project, including but not limited to, additional project specific insurance requirements.
- 11. The cost of special consultants or technical services (not already included in contracted fees) as required. The cost of sub-consultant services shall include actual expenditure plus 10% markup for the cost of administration and associated insurance.

**Equipment Utilization**

The utilization of specialized equipment, including automation (survey equipment, reproduction equipment etc.), is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

**AGREEMENT SUMMARY:** This Agreement for Professional Services, Exhibits and any Attachments (collectively referred to as the “Agreement”) supersedes all prior oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant within this document. The Agreement for Professional Services (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party, within fifteen (15) calendar days of notification by either party.

The contract is between the following representatives:

**Client’s Representative: Bradley Hanson, City Administrator**

**Address: 819 Superior Ave, Tomah, WI 54660**

**Telephone: 608.374.7422 e-mail: bhanson@tomahonline.com**

**Consultant Project Manager: Jon Strand, PE**

**Address: CBS Squared Inc, 770 Technology Way, Chippewa Falls, WI 54729**

**Telephone: 715.829.7979 email: jstrand@cbssquaredinc.com**



**CBS Squared, Inc.**

**City of Mondovi**

**By: \_\_\_\_\_**

**By: \_\_\_\_\_**

**Title: John Beckfield, Vice President**

**Title: Bradley Hanson, City Administrator**

Exhibit 1 - Rate Table

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Your Project Solutions Start Here

# CBS Squared, Inc

## Employee Rates Table 2021

<u>Employee Title</u>	<u>Billable Rate</u>
Senior Project Manager	\$187.00/hr
Project Manager	\$155.00/hr
Senior Professional Engineer	\$150.00/hr
Professional Engineer	\$133.00/hr
Staff Engineer	\$95.00/hr
Senior Architect	\$173.00/hr
Architect	\$133.00/hr
Landscape Architect	\$130.00/hr
Project Leader	\$121.00/hr
Senior Designer/Senior Technician	\$112.00/hr
Designer/Technician	\$95.00/hr
Technician	\$76.00/hr
Administrative Assistant	\$75.00/hr
Senior Professional Land Surveyor	\$151.00/hr
Professional Land Surveyor	\$122.00/hr
Survey Crew Chief	\$95.00/hr
Survey Crew Assistant	\$73.00/hr
Field Assistant	\$45.00/hr
Student Engineer	\$55.00/hr
Staff Accountant	\$58.00/hr
Accounting Leader	\$105.00/hr
Meals, Per Diem, mileage	GSA

770 Technology Way  
Chippewa Falls, WI  
54729

[info@cbssquaredinc.com](mailto:info@cbssquaredinc.com)

[cbssquaredinc.com](http://cbssquaredinc.com)

Note: All rates based on Fiscal Year 2021

## CBS Squared Inc.

### Agreement for Professional Services

This agreement is effective as of March 16, 2021 between the City of Tomah, 819 Superior Ave, Tomah, WI 54660 (Client) and CBS Squared, Inc. (CBS<sup>2</sup>) 770 Technology Way, Chippewa Falls, WI 54729 (Consultant).

In accordance with the Master Agreement dated March 16, 2021, this letter agreement describes the scope, schedule, and payment conditions for Consultant’s work on the Project described in the scope of services below.

#### Scope

It is understood that the City of Tomah (City) would like to make an application to the State of Wisconsin Community Development Block Grant (CDBG) Public Facilities Program for a new Fire Station (Project). As such, CBS Squared, Inc. intends to provide the following work tasks:

Provide the following services for the preparation of an application, along with assistance from the City of Tomah, for a CDBG-PF grant to the Department of Administration:

1. Provide the City with a draft or updated current Citizen Participation Plan for adoption by the City Common Council.
2. Attend and participate in the required public hearing.
3. Complete and submit the CDBG-PF application in the format prescribed by the Department of Administration. Present draft to the City for review. Revise if necessary.
4. Draft and prepare for signature resolutions, letters, documents and notices as required by the application and submit to the City for review.
5. Submit final application and respond to questions from the Department of Administration.
6. Scope of services does not include grant administration services. This cost will be determined after grant award.

#### Timetable

CBS Squared, Inc. will complete the above scope of services by the next application cycle as determined by the Department of Administration. Contingent upon the authorization to proceed by the Common Council on March 16, 2021.

#### Federal Compliance

CBS Squared agrees to comply with the following Equal Opportunity and Section 3 provisions:

1. SECTION 109 OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from the Department of Housing and Urban Development’s (HUD) Community Development and Block Grant (CDBG) Program.
2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 Title VI provides that no person shall be excluded from participation, denied the benefits, or subjected to discrimination on the basis of race, color, familial status, or national origin under any program receiving federal financial assistance.



3. EXECUTIVE ORDER 11246 Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex or national origin.
4. Section 3 of the Housing and Urban Development Act of 1968.

### By owner

The City of Tomah will provide CBS<sup>2</sup> with the following:

1. Project need information including photographs of existing station deficiencies, statements of deficiencies, and detailed letters of support from participating agencies.
2. Provide financial information with respect to existing and proposed debt, fire service charges and other information deemed necessary for the application.
3. Provide copies of any engineering reports, cost estimates, drawings, etc., as deemed necessary for the project.
4. Project cost estimates with detailed breakdown by project components showing fire station portion and ambulance service portion of building with cost sharing of common areas. CDBG may require the cost sharing to be revised per CDBG requirements.
5. Flood plain mapping, wetland mapping and environmental documents.
6. Handle the logistics necessary to conduct a public participation meeting/public hearing including notices, room scheduling, support staff for site registration and other needs relative to gathering public input.

### Payment

The Project will be charged on a lump sum basis. Mileage will be invoiced at allowed federal rates. Meals, equipment charges and plan approval or permitting fees, will be invoiced as direct reimbursable costs in accordance with GSA Per Diem Rates. If additional services are required or requested, the Consultant will submit an estimate of additional costs prior to commencement of the proposed work. No additional work will be performed until the amendment has been approved and signed by the Owner and Consultant. The payment method, basis, frequency and other special conditions are set forth below:

### Lump Sum Basis

**The Client agrees to a lump sum payment of \$6,730 plus \$250 for direct reimbursable totaling \$6,980 for services provided by the Consultant.** The Client will be invoiced monthly for services rendered. Monthly charges for services shall be based on percent of work completed, plus charges for expenses and equipment as agreed upon between the parties. Consultant shall be paid monthly for work performed. Reimbursable expenses are will be invoiced as direct costs, on a Not-To-Exceed basis. Reimbursable costs are currently estimated at **\$250** for mileage, meals and reproduction expenses.

### Expenses

The following items represent reimbursable expenses by Consultant's employees or professional consultants on behalf of the Client providing the same are required to perform the work contracted for and shall be paid for as described in the Agreement.

1. Transportation and travel expenses (mileage).
2. Meal expenses connected with the Project.
3. Plots, reports, plan and specification reproduction expenses.

- 4. Postage, handling, and specific delivery services.
- 5. Any sales tax or use tax (excluding specifically income tax) levied on professional services and on reimbursable expenses.
- 6. Other special expenses in connection with completing the Project, including but not limited to, additional project specific insurance requirements.
- 7. The cost of special consultants or technical services (not already included in contracted fees) as required. The cost of sub-consultant services shall include actual expenditure plus 10% markup for the cost of administration and associated insurance.

**Agreement Summary**

This Agreement for Professional Services, Exhibits and any Attachments (collectively referred to as the “Agreement”) supersedes all prior oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant within this document. The Agreement for Professional Services (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party, within fifteen (15) calendar days of notification by either party.

The contract is between the following representatives:

**Client’s Representative:** Bradley Hanson, Administrator  
**Address:** 819 Superior Ave  
Tomah, WI 54660  
**Telephone:** 608.374.7422 **e-mail:** bhanson@tomahonline.com

**Project Manager:** Jon Strand, P.E.  
**Address:** 770 Technology Way  
Chippewa Falls, WI 54729  
**Telephone:** 715.829.7979 **email:** jstrand@cbssquaredinc.com

**CBS Squared, Inc.**

**City of Tomah**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title: John Beckfield, Vice President**

**Title: Bradley Hanson, Administrator**

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## CBS Squared, Inc.

### Master Agreement and General Conditions for Professional Services

This Master Agreement for Professional services is effective as of March 16, 2021 between City of Tomah, 819 Superior Ave, Tomah, WI 54660 (Client) and CBS Squared, Inc. 770 Technology Way, Chippewa Falls, WI 54729 (Consultant).

By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The General Conditions of this Agreement for Professional Services shall apply to all work performed by Consultant on behalf of Client. Individual projects requested by Client on an as needed basis and accepted by Consultant will be described in Supplemental Letter Agreements (SLA) with other optional exhibits and attachments cited. Nothing herein shall be deemed to require Client to retain Consultant or require Consultant to provide services beyond those specified in Supplemental Letter Agreements.

The following may be attached to an SLA: Exhibit 1 for Hourly Payments, Exhibit 2 or 3 for Lump Sum Payments, and Exhibit 4 for Resident Project Representative Duties/Responsibilities. If attachments are needed, they will be provided with the SLA. Invoicing and payment will be per the Master Agreement.

This Master Agreement for Professional Services, General Conditions, Exhibits, and Attachments to Exhibits (collectively referred to as the "Agreement") represent the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all Exhibits unless alternate terms have been specifically agreed to on the SLA under "Other Terms and Conditions". The Supplemental Letter Agreement shall take precedence over Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

### General Conditions

#### Services of the Consultant

Consultant agrees to perform professional service as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of service hereunder.

#### Schedule

Unless specific period of times or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said service. If Client has requested change in the scope, extent, or character of the Project or the service to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that the Consultant is not responsible for damages arising directly, or indirectly, from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then the Consultant shall be entitled to an equitable adjustment in schedule and compensation.

### Additional Services

If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification, and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services and to an extension of time for completion of additional services absent written objection by Client. Additional service shall be billed in accordance with agreed upon rate, or if not addressed, then at Consultant's standard rates as set forth in the rate table.

### Suspension and Termination

If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's Services are delayed by actions or inactions of other for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 day written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in the Agreement to reflect reasonable costs incurred by Consultant.

This Agreement may be terminated by either party upon seven day written notice should the other party fail substantially to perform in accordance with its term through no fault of the party initiating the termination.

This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expense and equipment costs then due and all termination expenses.

### Client Responsibilities

The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private land required for Consultant to perform its services.

The Client shall provide all legal, accounting, financial and insurance counseling and other special service as may be required for the Project, along with all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's service , including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of sample environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.

Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect aid utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damage which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or service furnished by the Client is in error or is inadequate for its purpose.

## **Payment**

### Invoices

Undisputed portion of invoices are due and payable within 30 days or as stated on the invoice. Client must notify Consultant in writing of any disputed item within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoice 30 day past due. Consultant reserve the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding service or Instrument of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.

Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.

Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoice in small claims court or through the American Arbitration Association Construction Industry Rules without the necessity of any mediation proceedings and the Client agree to be bound by such venue.

## **General Considerations**

### Standards for Performance

The standard of care for all professional engineering and related service performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by member of Consultant's profession practicing under similar circumstance at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omission, nor for it mean, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.

If requested in the scope of a Supplemental Letter Agreement, the Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinion of Probable Construction Cost provided for herein is to be made on the basis of Consultant's experience and qualification and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's method of determining price, or over competitive bidding or market condition, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional service and fee with Consultant.

#### Indemnity for Environmental Issues

Consultant is not a user, generator, handler, operator, arranger, store, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, sub-consultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to cost of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

#### Limitations on Consultant's Liability

The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omission, strict liability, breach of contract or breach of warranty shall not exceed fifty thousand dollars (\$50,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall be modified to cover the additional liability costs to provide the Consulting Services.

Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

It is intended by the parties to this Agreement that Consultant's service shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agree that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

#### Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this sub-section shall be null and void.

## **Dispute Resolution**

#### Mediation

Any dispute between Client and Consultant arising out of or relating to this Agreement or service provided under this Agreement, (except for unpaid invoices which are governed as stated previously),

shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

Litigation – Choice of Venue and Jurisdiction

Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

**Intellectual Property**

Proprietary Information

All document including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.

Consultant shall retain all of its rights in its proprietary information including, without limitation, it methodologies and method of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience processed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

Client Use of Instruments of Service

Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its sub-consultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instrument of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.

Records requests or request for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant' current rate schedule, or fee negotiations in advance of release of documents or files.

Reuse of Documents

All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fee arising out of or resulting from reuse of Consultant documents without written consent.

**CBS Squared, Inc.**

**City of Tomah**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: John Beckfield, Vice President

Title: Bradley Hanson, Administrator



819 N Superior Ave  
Tomah, WI 54660  
608.374.7400

"The Gateway to Cranberry Country"

City Clerk Becki Weyer  
City Treasurer Julia Mann

Mayor Mike Murray  
City Administrator  
Bradley J. Hanson

March 9, 2021

## STAFF COMMITTEE PREPARATION REPORT

### Agenda Item:

Community Development Block Grant (CDBG) Public Facilities (PF) for the new Public Safety Building (PSB).

### Summary and Background Information:

The City complies with the minimum status of meeting the low to moderate income (LMI) limits set by the United States Housing and Urban Development (HUD) Department's CDBG PF program for the development of the new PSB. This program requires a minimum match of at least \$1.00 for every \$2.00 provided by this program, with a maximum of \$1,000,000 if awarded. The ambulance, or Emergency Medical Services (EMS), would not be eligible for this program as the townships' populations could jeopardize the LMI qualification, so 50% of the new PSB is eligible, which still meets the required match for the City for the CDBG PF program.

### Fiscal Note:

The grant application would be an expense to be paid as part of the bond for the PSB construction reimbursement to the General Fund, with an expense at estimate of \$7,230.00, including mileage and reproduction expenses.

### Recommendation:

City Administrator recommends to approve the grant application to be completed by CBS Squared, which has been successful with a number of CDBG grants with multiple communities, and has a positive working relationship with the City Park Department.

### Decision Urgency:

This application is due by May 15, 2021 and if approved a resolution will need to be passed at the April Council meeting, and a matter of data gathered that is required as part of the application. Therefore, postponing approval for another month, may delay the City's eligibility for another year.

Department Director

City Administrator

Date

03/09/2021

Date

# Shared Revenue: Helping Fund Police and Other Services

Curt Witynski, Deputy Executive Director, League of Wisconsin Municipalities



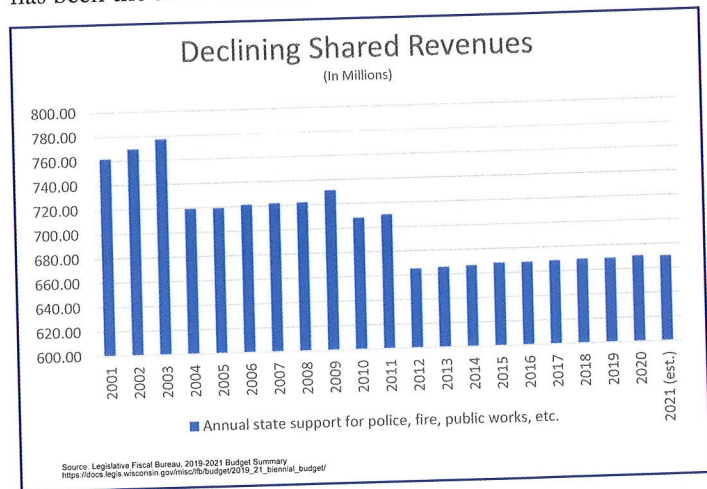
For over 100 years the state has provided general, unrestricted aid to municipalities, towns, and counties to help pay for basic local services like police and fire protection and to deliver property tax relief. This program has historically been called shared revenue. The state created the shared revenue program in 1911 using income tax dollars to hold municipalities harmless from a new property tax exemption the Legislature had created. In 2004, the shared revenue program was revised and renamed the county and municipal aid program.

Shared revenue has always maintained an important position in the state budget because it supports the most essential elements of local government services. The county and municipal aid and utility aid programs, combined with the expenditure restraint aid program, rank as the sixth largest state general fund program in 2020-21, behind elementary and secondary school aids, medical assistance, corrections operations, the University of Wisconsin system, and the school levy and first dollar tax credits.

Yet, while shared revenue remains one of the largest state programs in terms of total funding level, it has declined significantly in relative size to the rest of the state budget over the last 20 years due to large cuts to the program in 2004, 2010, and 2012, and little or no growth in other years. In 1994-95, shared revenue made up 12.5% of the state's total general fund appropriations, but that share has decreased to 4.3% of general fund appropriations in 2020-21. According to the Wisconsin Budget Project, over the last 25 years, shared revenue declined by over 47%, when accounting for inflation, from almost \$1.6 billion in 1996 to \$830 million in 2020. During that time, shared revenue for cities, villages, and towns was cut by \$94 million, a 12% drop. Over the same time frame the cost of providing services in communities has steadily increased, resulting in local property taxpayers shouldering a larger percentage of the cost of local government.

The formula for distributing shared revenue was turned off in 2002 and has not been used since. Annual payments are based on what a community received the prior year. Since 2002 each individual municipality and county has received the same payment it received the prior year except for those years when total funding for the program was cut. Total funding

for the program has remained at \$753 million since 2012. Consequently, since 2013, each community's annual payment has been the same amount it received in 2012.



For over 100 years the shared revenue program has been a key component of Wisconsin's system of state and local finance. It is an important part of the state's effort to keep property tax growth under control. Moreover, it is an equitable, efficient way to help fund police, fire, streets, and other critical local services. Yet, funding for this program has been steadily reduced over the last 20 years. The state cannot profess a commitment to holding down property taxes and continue to decrease or hold flat shared revenue. It is crucial that shared revenue be maintained, and program funding keep pace with the rising cost of providing police, fire, ambulance, street maintenance, elections, and other vital municipal services.

## Distribution of Estimated 2021 County and Municipal Aid Payments (In Millions)

Towns \$42.1 | Villages \$63.2 | Cities \$525.1  
 Counties \$122.6  
 Total \$753.0

More information about the shared revenue program is available from the Legislative Fiscal Bureau <http://bit.ly/SharedRevenueInfo>

Learn how you can TAKE ACTION on page 20.

► p.20

# TRANSPORTATION UTILITIES AND TOMAH

Bridgot Gysbers  
Ed Maxwell, MBA





# What is a Transportation Utility?

- Like stormwater utilities, but for roads
- Within other departments
- Can fund
  - Road repair and reconstruction
  - Vehicles
  - Operations



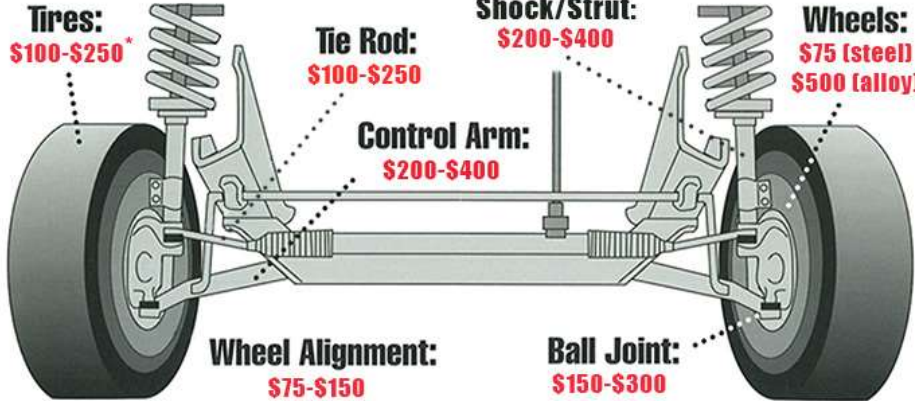
# Why create one?

- Levy limits
- Sustainable cash flow
- Reduce debt
- Fairness
- Eliminate special assessments
- Growth / cost savings
- No restrictions yet

## POTHOLE DAMAGE

Common car repairs that can result from poor road quality.

---



The diagram shows a top-down view of a car's front suspension. Callouts with dotted lines point to various parts, each with a cost range in red text:


- Tires:** \$100-\$250\*
- Tie Rod:** \$100-\$250
- Shock/Strut:** \$200-\$400
- Wheels:** \$75 (steel) / \$500 (alloy)
- Control Arm:** \$200-\$400
- Wheel Alignment:** \$75-\$150
- Ball Joint:** \$150-\$300

\*includes mount and balance

These prices apply to most normal passenger cars, not high-performance models, European highline vehicles or limited-production exotics.

Suspension component replacement will typically require a wheel alignment.

---



May 2014

# Next Steps for Tomah

- Approve a study
  - ID Tomah's goals & costs to be covered
  - Create rate structure & credit policy
  - Show possible user rates for scenarios, sample rates for parcels
  - Analyze impact on state aid and debt
  - Educate public
  - Present findings and recommendations





February 4, 2021

Mr. Bradley J. Hanson  
 City Administrator  
 City of Tomah  
 819 Superior Ave  
 Tomah, WI 54660

Re: Transportation Utility Feasibility Study

Dear Mr. Hanson:

Thank you for allowing Ruekert & Mielke, Inc. (R/M) the opportunity to work with the City of Tomah (Tomah) and submit a proposal for a transportation utility feasibility study.

R/M offers the capability to do all the work in-house since our professional services include finance, civil engineering, accounting, GIS, and more. This combination affords clients cost-saving measures because R/M will not charge additional fees for subconsultants.

Currently R/M is working with the City of Columbus to create a transportation utility. The R/M team of Bridgot Gysbers, Ed Maxwell, and Jason Lietha is performing cost-of-service analysis, designing rates, educating the public, drafting an ordinance, and creating a credit policy. This is the same team who will work for Tomah. We appreciate the opportunity to provide Tomah with a comprehensive study to determine if a transportation utility is right for Tomah.

R/M has been conducting webinars and public informational meetings to educate the public about the benefits of this relatively new concept of transportation utilities. R/M has presented in public hearings and fielded tough questions from concerned citizens, so R/M is experienced at explaining challenging ideas to the concerned public.

To understand the possible financial impacts of creating a transportation utility, R/M has leveraged its connections with regulatory agencies. We have spoken with Wisconsin's Departments of Transportation and Wisconsin Department of Revenue, and these conversations will guide our financial modeling and the recommendations we provide.

R/M knows how to convey the crucial information and analysis municipalities need to decide whether to create utilities. R/M provided a transportation utility feasibility study supported by a detailed financial model to the City of Oconomowoc, and it did the same for the City of Watertown for a storm water utility. Please see the accompanying information on the pages that follow this letter for more information, including project descriptions, resumes, and other relevant documents.

We understand the work to include the following Scope of Services:

- Identify Tomah's goal(s) for its transportation system.
- Send an initial data request to Tomah to identify the information needed to complete the study.
- Conduct a kickoff meeting by video with Tomah staff to explain the data request and to begin gathering data.
- Work with City staff to evaluate what costs are to be recovered through transportation utility fees (TUF).
- Develop a rate structure for a TUF based on trip generation, along with mechanisms for offering credit to property owners who can demonstrate less use of the transportation system and/or who have recently paid a special assessment.
- Calculate user rates for scenarios with varying costs, along with a breakdown of user rates for sample residential and non-residential parcels within the City.



Mr. Bradley J. Hanson  
 Transportation Utility Feasibility Study  
 February 4, 2021  
 Page 2

- Model the impact on the City's future tax rate for debt and general obligation borrowing capacity, with and without a transportation utility.
- Educate the public on transportation utilities and their potential impact on the community through two (2) public information meetings and a letter that R/M will write, and the City will send out.
- Draft an ordinance to create a transportation utility that includes a credit policy.
- Include the results of the work above to Tomah in a report. The report will include an explanation of what, if any, impact the TUF would have on state aid.
- Present the findings of the report either in person or by video at one meeting of Tomah's choice and answer questions.

The work will yield a report to inform Tomah's decision makers on whether to create a transportation utility.

We understand the Scope excludes the following:

- Attend meetings beyond those specified above.
- Independently evaluate the physical inventory of the transportation system.
- Implement or assist with implementing the transportation utility.
- Develop a new capital improvement plan for the transportation system.

The work as described under the above scope of services will be completed in time to incorporate the report's findings into the 2022 budget cycle assuming there are no delays caused by responses to requests for data. We will complete the work above for a fee based on time and materials not to exceed **\$15,800** which includes all miscellaneous, reimbursable costs.

Upon written request from the City, we would be happy to provide additional services beyond the scope at our regular hourly rates and reimbursable expense rates in effect at the time the work is performed. Such work could include participating in meetings outside those listed in the scope or assisting in implementing the utility.

We appreciate the opportunity to submit this proposal and look forward to working with the City on this project. The work will be performed according to the attached **RM Standard Terms & Conditions (Non-Engineering)** dated March 7, 2014. If you accept our proposal, please return one executed copy to our office. Should any questions arise, please feel free to contact me.

Respectfully,

RUEKERT & MIELKE, INC.

Bridgot A. Gysbers  
 Economic Consultant  
[bgysbers@ruekert-mielke.com](mailto:bgysbers@ruekert-mielke.com)

Enclosure

cc: Edward F. Maxwell, M.B.A., Ruekert-Mielke, Inc.



Mr. Bradley J. Hanson  
Transportation Utility Feasibility Study  
February 4, 2021  
Page 3

CLIENT NAME:

City of Tomah

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

ENGINEER:

Ruekert & Mielke, Inc.

By: Jason P. Lietha  
Jason P. Lietha, P.E., (WI,MN)

Title: Vice President/Office Manager

Date: February 4, 2021

Designated Representative:

Name: Bridgot A. Gysbers

Title: Economic Consultant

Phone Number: (262) 953-4156

**A. Standards of Performance**

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

**B. Authorized Representative**

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

**C. Payments to Engineer**

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

**D. Ownership and Reuse of Documents**

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

**E. Owner Provided Information**

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

**F. Permits and Approvals**

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner as mutually agreed to in writing.

**G. Limit of Liability**

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

**H. Insurance**

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

**I. Termination of Contract**

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

**J. Indemnification and Allocation of Risk**

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.



2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph J.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph G. "Limit of Liability," of this Agreement.

#### K. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

#### L. Force Majure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

#### M. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### N. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

#### O. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

**END OF DOCUMENT**

MARCH 8, 2021

PROPOSAL TO PROVIDE TRANSPORTATION UTILITY &  
STREET FUNDING FEASIBILITY ANALYSIS FOR:

# The City of Tomah, Wisconsin



---

Ehlers & Associates, Inc.  
N21W23350 Ridgeview Parkway West, Suite 100  
Waukesha, Wisconsin

Municipal Advisor Registration Number: K0165  
SEC CIK Number: 0001604197

[ehlers-inc.com](http://ehlers-inc.com)

---

## EHLERS ADVISORS:

**Jon Cameron, CIPMA**  
Senior Municipal Advisor  
[jcameron@ehlers-inc.com](mailto:jcameron@ehlers-inc.com)  
262-796-6179

**Brian Roemer**  
Municipal Advisor  
[broemer@ehlers-inc.com](mailto:broemer@ehlers-inc.com)  
262-796-6178

# TABLE OF CONTENTS

SECTION 1: COVER LETTER	3
SECTION 2: QUALIFICATIONS OF CONSULTANT/SUBCONSULTANT	4
SECTION 3: ASSIGNED TEAM QUALIFICATIONS	8
SECTION 4: PROJECT APPROACH & PROPOSED SCHEDULE	13
SECTION 5: SEPARATE COST PROPOSAL	N/A
APPENDIX A: FIRM OVERVIEWS	16

March 8, 2021

Bradley Hanson  
City Administrator  
City of Tomah  
819 Superior Ave  
Tomah, WI 54660



## Re: Proposal to Provide a Transportation Utility & Street Funding Analysis

Dear Mr. Hanson,

We are pleased to present this proposal for a Transportation Utility and Street Funding Analysis to the City of Tomah. We believe our project team has the expertise and reputation, dedication to proactive client service, and a unique project approach that together provide a compelling relationship option for the City to consider.

The concept of a transportation utility is relatively new in Wisconsin and has no direct legislation to guide its creation or administration. As the City considers a consultant for this project, it is important to look for a firm that has the knowledge and experience to consider all aspects of the utility's feasibility. Doing so will help ensure that, if the City Council agrees to move forward with the creation of a transportation utility, it will possess as much knowledge as possible on the topic and be fully-equipped to implement a utility that is 1) fair to all customer classes, 2) developed with a rate setting methodology that is defensible, and 3) easy to understand and administer.

For this project, we have gathered a multi-disciplinary team to address all aspects of the feasibility analysis. Ehlers will serve the lead consulting Firm, with Jon Cameron as its overall project manager. Jon has over 15 years of experience in conducting utility rate studies, utility creation and feasibility studies. Jeff Mazanec of raSmith Engineers will provide technical support and has in-depth knowledge of transportation utilities. Jeff is an expert in leveraging Trip Generation as a means for developing a utility customer base and user rates. Ehlers' Brian Roemer and raSmith's Justin Schueler will provide analysis support and quality control. Collectively, we believe this is the most appropriate project team to fulfill the City's needs.

Thank you for including us in this RFP process. We appreciate your consideration and look forward to discussing how our project team can best serve the City of Tomah.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Jon P. Cameron'.

**Jon Cameron, CIPMA**  
Senior Municipal Advisor

A handwritten signature in black ink that reads 'Brian Roemer'.

**Brian Roemer**  
Municipal Advisor

## Qualifications of Consultant/Subconsultant

Creating a transportation utility requires a multi-disciplinary approach. The right project team for this type of study includes an engineering firm that is well versed in traffic generation analysis and understands the concept of Trip Generation and how it can and should be applied to different land use categories within the City. It also incorporates a consultant who fully understands the universal principals of utility rate setting and can apply those principals to a rate structure for Tomah that is fair, equitable and defensible. The City should expect a financial consultant who is a registered Municipal Advisor that will prepare “what-if” scenarios with and without a transportation utility, and examine the future projected impacts to the City’s General Obligation debt capacity and tax rate. We believe there is no other project team that has as much recent experience with transportation utilities as Ehlers and raSmith.

For the past 9+ months, the project team of Ehlers and raSmith have led the way in Wisconsin in performing transportation utility feasibility studies for both the Cities of Janesville and Clintonville. While other consulting firms have written on the subject and theorized about these utilities, our project team has been “in the trenches,” actually creating some of the first transportation utilities in Wisconsin. The Ehlers and raSmith project team has gained valuable experience with:

- » Helping to develop detailed parcel databases showing the number of Trips per parcel based on the Institute of Traffic Engineers (ITE) Trip Generation Manual.
- » Developing the revenue requirements and user rates.
- » Conducting analysis to show the impacts to property owners with and without a transportation utility.
- » Estimating future borrowing plans and tax impacts with and without a transportation utility.
- » Creating and assessing ideas on potential credit policies and policy impacts.
- » Facilitating discussions on implementing and administering these utilities.

# Ehlers' Relevant Projects & References

## CITY OF JANESVILLE, WISCONSIN

**PROJECT DATES:**

March 2020 - Present

**PROJECT CONTACT & REFERENCE:**

Paul Woodard  
 Director of Public Works  
 608-755-3160  
 woodardp@ci.janesville.wi.us

**Transportation Feasibility Study**

The City of Janesville hired the project team of Ehlers, raSmith and Boardman Clark in 2020 to prepare a Feasibility Study for the Creation of a Transportation Utility. The feasibility analysis included the development of six different user rate scenarios under different transportation utility funding levels. It also included extensive Trip Generation sampling of non-residential parcels and the development of a preliminary database for residential and non-residential parcels. Our goal was to provide an accurate estimate of the total number of trips within the City. We then prepared an extensive debt modeling analysis to estimate the future tax rate for debt under a base level scenario assuming the City did not implement a transportation utility and six funding scenarios. Finally, we developed a summary analysis, scrutinizing the total estimated user fees, wheel tax and future tax rates for debt related to street rehabilitation for an average single-family home. This work was presented to the City Council in September, 2020 for initial feedback. The Council will be conducting more detailed workshops on the utility in January and February, 2021 with the goal of full implementation in 2022.

## CITY OF CLINTONVILLE, WISCONSIN

**PROJECT DATES:**

July 2020 - Present

**PROJECT CONTACT & REFERENCE:**

Sharon Eveland, City Administrator  
 City of Clintonville  
 715-823-7600  
 seveland@clintonvillewi.org

**Transportation Utility Creation Study**

In 2020, the City hired Ehlers and raSmith to prepare a Transportation Utility Creation Study, which entailed preparing the database for all residential and non-residential parcels to estimate the total number of trips within the City. It also included the development of transportation utility user rates under two budget scenarios where we explored a) full funding of road costs (both operations and capital) through the transportation utility and b) partial funding of road costs from the utility and the remaining from the general fund. We prepared a future debt analysis, which projected the future tax rate for debt under four different borrowing scenarios; we looked at whether the utility is and is not created and whether or not the City would continue to receive grant funding for road projects. We presented to the City Council several times, updating them on the progress of the study. The City is currently working on developing a draft utility creation ordinance for consideration in 2021.

## CITY OF WISCONSIN RAPIDS, WISCONSIN

**PROJECT DATES:**

February, 2021 - Present

**PROJECT CONTACT & REFERENCE:**

Joe Terry, P.E.  
 Director of Public Works  
 715-421-8255  
 jterry@wirapids.org

**Transportation Utility Feasibility Study**

The City hired the project team of Ehlers and raSmith in early 2021 to explore the possibility of establishing a transportation utility. The City is wanting to evaluate a utility under a series of funding options. raSmith is working on establishing the parcel database based on the concept of Trip Generation and Ehlers is working on the utility rate calculations and running future debt models with and without a transportation utility to look current and future borrowing plans and impacts to specific properties of establishing the utility. The study will be concluded in spring, 2021.

## VILLAGE OF ELM GROVE, WISCONSIN

**PROJECT DATES:**

February, 2021 - Present

**PROJECT CONTACT & REFERENCE:**

David De Angelis  
 Village Manager  
 262-782-6700  
 ddeangelis@elmgrovwil.org

**Transportation Utility Feasibility Study**

The Village hired the project team of Ehlers and raSmith in early 2021 to explore the possibility of establishing a transportation utility. The Village is primarily looking to establish a Transportation Utility to cash fund street reconstruction projects within the Village. raSmith is creating the parcel database currently and Ehlers is working on the utility rate and cash flow analysis, as well as the comparison of funding through property taxes. The study will be concluded this spring.

# raSmith's Relevant Projects & References

## VILLAGE OF PEWAUKEE, WISCONSIN

### PROJECT CONTACT:

Scott Gosse  
 Village Administrator  
 Village Hall  
 235 Hickory Street  
 Pewaukee, WI 53072  
 (262) 691-5660  
 sgosse@villageofpewaukee.com

### TRANSPORTATION USER CHARGE SYSTEM

The Village hired raSmith in spring of 2020 to develop a trip-generation based transportation user charge system, including determination of assigned trips for each property in the Village. Determination of assigned trips was based on the property use and size or other scalar factor with consideration for other unique property use characteristics. The resulting transportation user fee (TUF) model supports evaluation of various rate structure and revenue generation goals. raSmith is also working with the Village to develop municipal code, policies and procedures to establish and administer the system. The functional model was completed in 2020; the Village is progressing towards full user charge system implementation in 2021. raSmith serves as the Village Engineer and will continue to work with the Village to administer the transportation user charge system after initial implementation.

## VILLAGE OF WINNECONNE, WISCONSIN

### PROJECT CONTACT:

David Porter  
 Village Administrator  
 Village Hall  
 30 S 1st Street  
 Winneconne, WI 54986  
 (920) 582-4381  
 administrator@winneconnewi.gov

### WINNECONNE TUF MODEL DEVELOPMENT

The Village of Winneconne hired raSmith in October of 2020 to develop a trip-generation based transportation user fund model to inform the Village Board of the impacts and benefits related to prospective implementation of a transportation utility. Prospective charges for each property in the Village were calculated based on property use and size or other scalar factors with consideration for other unique property use characteristics. The resulting TUF model supports evaluation of various rate structure and revenue generation goals as set by the Village. A first phase of the functional model was completed in 2020 and presented to the Village Board to support formal consideration of TUF implementation in 2021.



## CITY OF OSHKOSH, WISCONSIN

### PROJECT CONTACT:

James Rabe, PE  
 Director of Public Works  
 City Hall  
 215 Church Avenue  
 Oshkosh, WI 54903  
 (920) 236-5011  
 jrabe@ci.oshkosh.wi.us

### TUF MODEL DEVELOPMENT

The City of Oshkosh hired raSmith in December of 2020 to develop a city-wide trip-generation based transportation user fee (TUF) using trip-generation rates published in the Institute of Transportation Engineers Trip Generation Manual and relevant scalar data for each parcel. The purpose of the resulting TUF model is to provide a basis for evaluating various financial alternatives and determining the benefits and impacts of transportation utility implementation. Currently, this project is active with TUF model development in progress.

## SECTION 3: PROPOSED TEAM & QUALIFICATIONS

# Proposed Team & Qualifications

Ehlers proposes the following professional services team to fulfill the City's needs:

### MUNICIPAL ADVISORS - EHLERS

#### **Jon Cameron, CIPMA**

Senior Municipal Advisor

#### **Project Manager**

*Primary Study Author & Lead Utility Analyst*

#### **Brian Roemer**

Municipal Advisor

#### **Project Support**

*Quality Control & Review*

### PROJECT ENGINEERS - RASMITH

#### **Justin Scheuler, P.E.**

Consultant

#### **Senior Traffic Engineer**

*ITE Trip Generation Rates*

#### **Jeff Mazanec, P. E.**

Senior Consultant

#### **Engineering Project Manager**

*Utility Parcel Database & TU Model*

Resumes detailing the education, experience and qualifications for all proposed staff members appear on the following pages.



## JON CAMERON, CIPMA

### Senior Municipal Advisor

Jon is a Municipal Advisor on our Wisconsin City Team, advising local governments, public utilities and special districts on the design and implementation of custom financial solutions. Prior to joining Ehlers in 2013, Jon was an Economic Consultant with Municipal Economics and Planning, a Division of Ruekert/Mielke. He was also a founding member of Trilogy Consulting, LLC as a Principal and Senior Consultant. Clients rely on Jon for his ability to present complex analysis in an easy to understand format.

☎ (262) 796-6179    ✉ [jcameron@ehlers-inc.com](mailto:jcameron@ehlers-inc.com)

## AREAS OF EXPERTISE

### Debt Issuance & Management

Alternative Financing Options, Funding Sources, Plans & Tools  
 General Obligation and Revenue Debt  
 Environmental Improvement Fund Loans  
 CDA/RDA Lease Revenue Bonds  
 Special Assessment Bonds  
 Refundings/Cash Defeasances  
 Representation to Bond Market & Credit Rating Agencies  
 Referendum Services

### Financial Management Planning

Capital Improvements Planning  
 Project Feasibility Studies  
 Financial Goals & Objectives Facilitation  
 Project Impact Analysis  
 Financial Management Plans  
 Impact Fee Studies

### Economic Development & Redevelopment

Tax Increment District Creation & Amendment  
 CDA/RDA Creation  
 Developer Pro Forma Analysis  
 Development Agreement Negotiation  
 Developer Performance Evaluation  
 Public Participation Process

### Special Financial Studies

Utility Rate Study/Analysis  
 Fiscal Impact Study/Analysis  
 Joint Service Studies  
 Merger/Consolidation Studies

## LICENSES & CERTIFICATIONS

Certified Independent Professional Municipal Advisor  
 Series 50 License: Municipal Advisor Representative

## PROFESSIONAL MEMBERSHIPS

Wisconsin City/County Management Association  
 American Water Works Association - Wisconsin Chapter

## EDUCATION

Bachelor of Science - Criminal Justice  
 University of Wisconsin, Milwaukee  
 Master of Public Administration  
 University of Wisconsin, Milwaukee

## COMMUNITY INVOLVEMENT

**Sussex Jr. Chargers Baseball** - Coach/Volunteer  
**Boy Scouts of America** - Cub Scout Leaders, Pack 175  
**Local Church** - Member/Volunteer



## BRIAN ROEMER

### Municipal Advisor

Brian began his career at Ehlers initially as an intern and worked as a Financial Specialist before being promoted to Municipal Advisor. Before joining the firm, he worked in the financial services industry for five years. Brian is currently working towards his Master of Business Administration with a concentration in Finance at the University of Wisconsin, Milwaukee. Brian has amassed strong experience in utility rate studies, cash flow analysis and financial management planning.

☎ (262) 796-6178    ✉ [broemer@ehlers-inc.com](mailto:broemer@ehlers-inc.com)

## AREAS OF EXPERTISE

### Debt Issuance & Management

Debt Planning & Structure  
Issuance  
Paying Agent Services  
Continuing Disclosures

### Financial Management Planning

Capital Improvements Planning  
Project Feasibility Studies  
Financial Goals & Objectives Facilitation  
Project Impact Analysis  
Financial Management Plans  
Impact Fee Studies

### Economic Development & Redevelopment

Tax Increment District Creation & Amendment  
Developer Pro Forma Analysis  
Development Agreement Negotiation  
Developer Performance Evaluation  
Public Participation Process

### Special Studies

Utility Rate Study/Analysis  
Fiscal Impact Study/Analysis  
Joint Service Studies  
Merger/Consolidation Studies

## LICENSES & CERTIFICATIONS

Series 50 License: Municipal Advisor Representative

## PROFESSIONAL MEMBERSHIPS

American Water Works Association - Wisconsin Chapter

## EDUCATION

Bachelor of Science - Aeronautics, Aviation Science/Aviation Management, Minor in Air Traffic Control  
St. Louis University

## NOTABLE PROJECTS

**Village of Darien, Wisconsin** - Water rate study including an analysis to request a lower than required rate of return to alleviate the burden on ratepayers while proving fiscal sustainability and aid with water loss control plan

**Greenville, Wisconsin Fire Station** - Fire Station needed to keep up with community's growth and features a proper decontamination area so that as responders are exposed to carcinogens and blood borne pathogens, they have a proper decontamination facility

## Jeff M. Mazanec, P.E. Senior Consultant



### Education

B.S. Civil Engineering, UW-Platteville,  
Platteville, WI, 1978

### Professional Registrations

Professional Engineer: Wisconsin, Michigan

### Awards/Honors

William J. Rheinfrank Award, APWA  
Wisconsin Chapter, 2017  
Outstanding Alumni Chapter Award – UW-  
Platteville College of EMS, 2015  
John W. Curtis Chapter Service Award,  
APWA Wisconsin Chapter 2005  
Friends of the Fox 2012 Visionary Award,  
2012  
President's Award, Appleton Downtown  
Incorporated, 2003

### Presentations

Numerous presentations covering a variety  
of engineering, stormwater and  
management issues to professional  
organizations and conferences nationwide.

### Professional Affiliations

American Public Works Association, WI  
Chapter: Life Member; Past President,  
Communications Chair 2010-Present  
Fox-Wolf Watershed Alliance: Watershed  
Conference Committee 2001–Present;  
Director 2000–2007, President 2006  
Northeast Wisconsin Storm Water  
Consortium: Municipal Committee 2011-  
Present  
College of Engineering, Mathematics and  
Science Advisory Board: UW-Platteville:  
Member 1993–Present; Chair 2001-2002  
Green Bay Area Chamber of Commerce  
Public Policy Council 2003-Present  
American Society of Civil Engineers –  
Wisconsin: Member 1976–Present

Jeff has more than 42 years of consulting engineer experience serving state, county and municipal clients throughout Wisconsin and beyond. His experience includes the management of projects and programs, as well as office and regional client management responsibilities. Jeff's project experience includes municipal, water and wastewater, water resources, transportation, and solid waste and environmental engineering services from planning through design and construction phases for public and private clients. He has held key leadership positions in several private and professional organizations within the public works and engineering industry, all with a strong focus on effective communication and team collaboration.

The following transportation user fee (TUF) development projects represent Jeff's prior and ongoing local project experience with the technology or skills required for this project.

### Project Experience

**Village of Pewaukee Transportation Utility Study:** Responsible for the development of a village-wide TUF model as the basis for a pending transportation utility formation in 2021. The TUF model addresses all properties in the Village and addresses unique situations related to seasonal use properties and properties served by non-Village streets.

**Village of Winneconne TUF Study:** Project manager responsible for development of a village-wide TUF model as the basis for a pending transportation utility formation in 2021. The TUF model addresses all properties in the Village, including unique situations related to seasonal use and special use properties.

**Janesville Transportation Utility Feasibility Study:** As part of the Ehlers & Associates team, responsible for development of a city-wide TUF model to assign trips to all properties in the City of Janesville as the basis for a pending transportation utility formation in 2021.

**Clintonville Transportation Utility Feasibility Study:** As part of the Ehlers & Associates team, responsible for development of a city-wide TUF model to assign trips to all properties in the City of Janesville as the basis for a pending transportation utility formation in 2021. Includes assignment of reduction factors and mapping of utility billing accounts to properties citywide.

**Transportation Utility Formation, Village of North Fond du Lac:** Project manager for the development of a functional transportation utility in the Village. As developed, user charges applied to all developed properties in the Village would fund the entire transportation infrastructure system. The trip-generation based TUF model was based on average weekday trip generation rates published by the Institute of Transportation Engineers for each specific land use. An additional heavy truck impact cost factor was also included in the rate structure. Several public information meetings and meetings with representatives of key Village properties and businesses were held. Upon completion in 2003, the transportation utility was not implemented in favor of instead forming a stormwater utility.

**raSmith**  
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## Justin Schueler, P.E. Project Manager



### Education

M.S. Civil & Environmental Engineering,  
Marquette University, 2014  
B.S. Civil & Environmental Engineering,  
Marquette University, 2008

### Professional Registrations

Professional Engineer: Wisconsin, 2013,  
#42810-6  
WisDOT SE Region Certified TIA  
Preparer

### Professional Affiliations

Institute of Transportation Engineers  
(ITE), Affiliate Member, Section  
Meeting Planning Committee,  
Midwest District Conference Planning  
Committee, 2013 & 2017  
Marquette University, Senior Design  
Mentor, 2008 to present

### Awards

2012 – ITE Martin Bruening Technical  
Paper Award  
2017 – ITE Wisconsin Ken Voigt Young  
Member Award

Justin has 12 years of traffic engineering experience. His primary responsibilities include operational analysis, traffic studies, access and circulation evaluation, parking evaluation, pedestrian/bicycle evaluation, and safety assessment. He has served as the project task lead on many corridor, reasonable access, and traffic studies. Justin has experience with Synchro, Sidra, and HCS traffic analysis software and is very familiar with nationally published traffic manuals including ITE's Trip Generation Manual and FHWA's Manual on Uniform Traffic Control Devices.

### Project Experience

**Traffic Support Services, WISDOT SE Region, 2011 to 2013:** Justin worked on-site part-time at WisDOT's Southeast Region in their traffic operations section. His responsibilities included reviewing traffic impact studies submitted to WisDOT by private developers, performing traffic analysis for intersection control alternatives, analyzing work zone traffic operations, and other traffic analysis.

**Woodman's Markets Trip Study, Wisconsin/Illinois, 2016:** Justin conducted a large-scale, trip-generation study for Woodman's Markets to establish local trip rates for the unique land use. The study included data collection/processing and rate calculations at six existing stores following procedures outlined in the ITE Trip Generation Manual Handbook. Results of this study have been used successfully in subsequent Woodman's traffic impact studies.

**Transportation User Fee (TUF) Model Development, 2020:** Justin assisted in selecting and applying appropriate ITE Trip Generation Manual land uses, independent variables, and trip generation rates as part of TUF model development in the Village of Pewaukee, City of Clintonville, and City of Janesville.

### Traffic Studies

Justin has completed traffic impact and/or trip-generation studies for hundreds of developments in Wisconsin and nationally. These studies estimate development traffic, identify potential impacts to the public roadway system, and recommend mitigation measures where needed. A selection of these studies include:

### Traffic Impact Study

- Hendricks Commercial Development, Delafield
- Westlawn Neighborhood Redevelopment, Milwaukee
- Falls at Pike Creek Apartments, Kenosha
- Walmart Supercenter, South Milwaukee, Greenfield, Delafield, Green Bay
- Titledown Mixed-Use Development, Green Bay
- Germantown Business Park, Washington County
- Shopping mall redevelopments, various locations (WI, IL, MN, OH)

### Trip-Generation Assessment

- Kwik Trip, Waukesha, West Bend
- U-Haul, Kenosha
- Sendiks Fresh2Go, Hales Corners
- Forest Ridge Elementary School, Oak Creek
- Portillo's Restaurants, (WI, IL, IN)
- Senior Living Facilities, (WI, TX, PA)



# Project Approach

While the factors impacting a Transportation Utility Analysis are unique, our approach to this work mirrors the process of creating a stormwater or any other utility. Ehlers and its project partners will:

- » Collaborate with the City to determine revenue needs
- » Define & quantify appropriate billable units
- » Create an equitable rate structure while defining policies & practices for implementation

We propose to complete the study as follows:

## Step 1: Project Kickoff Meeting

The project team will discuss the following with City staff:

- » Information needs & timing for receiving requested data
- » Desired project timeline including identification of all major project milestones
- » Initial thoughts on transportation utility rate methods, including fairness, defensibility, ease of administration & understanding
- » Ideation on the type & extent of costs recovered via a transportation utility
- » Costs beyond City street rehabilitation program to be recovered via the Utility
  - Debt financing vs. cash financing for program needs
- » Legality of creating a transportation utility in Wisconsin
- » Potential marketing plan for the transportation utility and consideration of briefing or education sessions with elected officials, citizen groups & other interested parties
- » Show examples of related previous work & discuss desired structure/format for final presentation

After this meeting, the project team will develop a detailed project timeline including the identification of all major milestones and project deliverables. This will be completed within a week of the meeting.

## Step 2: Information Gathering

The project team will request and gather the following information:

- » Further history on the street rehabilitation program, including actual previous year costs & current year budgeted costs
- » Actual revenues for general transportation aids from the past three years
- » Debt service schedules for actual debt issued for street rehabilitation work in previous years to be supported by the transportation utility (if applicable)
- » The City's special assessment policy and understanding of future special assessment projects for roads in the City's Capital Improvement Budget

- » Past three years of historical expenses and current year budget for all transportation related operational costs within the City
- » Development of database items for transportation utility:
  - Current property tax roll for the City
  - Available information on land/property use, business name & structure sizes or dimensions

### **Step 3: Develop Revenue Requirements for the Transportation Utility**

The project team will collaborate with City staff to identify the annual costs to be recovered by the transportation utility. It is possible that multiple revenue requirements could be developed for further analysis depending on the costs the City desires to fund via the utility.

### **Step 4: Develop Alternative Rate Structures for the Feasibility Analysis**

We will identify alternative rate structures for further analysis.

- » Potential rate structures will be evaluated based on:
  - Fairness
  - Equity to all customer classes
  - Ease of administration & understanding

We will conduct a proportionality test for any potential rate structure, evaluating estimated revenues received under user charges. This will compare to revenues received under property tax collection by property classification (i.e. residential, commercial, industrial).

We anticipate that rate structures chosen for further analysis will be fully or partially based upon trip generation as the method for equitably allocating costs to different land use classes, but may also involve a fixed charge as part of the rate structure.

### **Step 5: Conduct Feasibility Analysis for Chosen Rate Structures**

For the rate structures selected for further analysis, we will complete a feasibility analysis to show the preliminary user rates (based on the defined revenue requirements for the utility) and how those rates would apply to sample City residential and non-residential properties.

The feasibility analysis will also include a comparison of what sample customers would pay for transportation related services under property taxes versus the utility, as well as a proportionality test showing the distribution of payment between customer classes under property taxes versus the utility.

## Step 6: Implementation & Administration Analysis

Our project team will develop recommendations and a tentative timeline for implementation of the utility. They will include suggested items for the ordinance governing the utility, billing practices, potential credit policies and other issues the City may consider with utility implementation.

## Step 7: Study Report & Project Deliverables

The project team will create a final report that includes:

- » A PowerPoint presentation to the City Council with a summary of the study methodology and results
- » Identification of the revenue requirements for the utility & rate methodologies identified for analysis
- » Analysis showing development of the customer database, trip generation methods (if a chosen method) & detailed user rate calculations
- » Development of preliminary user rates within each scenario for sample customers
- » All supporting data & analysis

## Proposed Project Schedule

Task	Start Date	End Date
Project Kick-Off Meeting	Week of 4/1/21	
Information Gathering	4/1/21	4/5/21
Revenue Requirement Development	4/8/21	4/19/21
Feasibility Analysis Model Development	4/22/21	5/26/21
Rate Structure & Feasibility Analysis	5/22/21	6/9/21
Implementation & Administration Analysis	6/12/21	6/16/21
Study Report Delivery	6/12/21	6/23/21
City Council Meeting	7/13/21	7/13/21



# Background & Organization

## BUILDING COMMUNITIES. IT'S WHAT WE DO.

Ehlers helps public sector clients build outstanding places to live, work, learn and play by delivering focused, fully-integrated municipal financial advisory services. We build strong, long-lasting client relationships - working directly and collaboratively with your staff - to complete projects and drive initiatives forward. We leverage decades of industry experience, deep market and community knowledge, and our unique team-based approach to successfully guide clients through all facets of public finance.

### Our primary services include:

- » Financial Management Planning
- » Economic Development & Redevelopment
- » Arbitrage Consulting
- » Paying Agent Services
- » Debt Planning & Issuance
- » Investments & Treasury Management
- » Continuing Disclosure

**Founded in Minnesota in 1955**, Ehlers consists of more than 85 advisors, financial specialists, analysts and client support staff. We are an S-Corporation, 100% employee-owned by all staff members with at least one year of service. Specific to the City's needs, we are staffed and certified as follows:

<b>37</b>	<b>Advisors &amp; Financial Specialists</b> <i>(28 registered MAs)</i>	<b>5</b>	<b>Bond Marketing &amp; Sales Specialists</b>
<b>4</b>	<b>Senior Financial Analysts</b> <i>(4 registered MAs)</i>	<b>3</b>	<b>Senior Arbitrage Consultants</b>
<b>10</b>	<b>Senior Public &amp; Public Finance Analysts</b>	<b>4</b>	<b>Registered Investment Advisors</b>

Our firm and each of its municipal advisors are registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, meet all professional testing standards as well as continuing education requirements. **Our registration credentials are located on the cover page of this proposal.**

Ehlers' advisors assigned to this prospective engagement have over 20 years' combined advisory and public sector experience, with a strong focus on Utility Rate Studies.

**Today, Ehlers serves more than 1,500 public sector clients across five states. We do not represent developers, investors, broker-dealers or any private sector clientele.**

## Corporate Overview

raSmith is a multi-disciplinary consulting firm comprising civil engineers, structural engineers, land surveyors, development managers, landscape architects and ecologists.

Our services are focused on our public and private sector clients' needs in design and construction including land development, site planning and design, structural engineering, municipal engineering, transportation and

traffic, surveying, construction services and geographic information systems (GIS). We work on projects nationwide from our seven locations in Wisconsin, Illinois and California.

raSmith was founded in 1978 by the current owner and CEO, Richard A. Smith, M.S., P.E. Richard A. Smith Jr., P.E., (Ricky) leads the firm as president. The firm employs a staff of 210.



## Office Locations

### Brookfield, Wisconsin

16745 West Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000

### Milwaukee, Wisconsin

221 South 2nd Street, Suite 100  
Milwaukee, WI 53204-1412  
(262) 781-1000

### Appleton, Wisconsin

100 West Lawrence Street, Suite 412  
Appleton, WI 54911-5754  
(920) 731-3499

### Madison, Wisconsin

4001 Felland Road, Suite 108  
Madison, WI 53718-6459  
(608) 467-3034

### Cedarburg, Wisconsin

W62 N588 Washington Avenue, Suite 201  
Cedarburg, WI 53012-2074  
(262) 781-1000

### Naperville (Chicago), Illinois

1245 East Diehl Road, Suite 102  
Naperville, IL 60563-4816  
(630) 405-5722

### Irvine, California

8911 Research Drive  
Irvine, CA 92618-4237  
(949) 872-2378

**raSmith**  
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March 8, 2021

Bradley Hanson  
City Administrator  
City of Tomah  
819 Superior Ave  
Tomah, WI 54660

## Re: Proposed Fees to Provide a Transportation Utility Fee & Street Funding Analysis

Dear Mr. Hanson,

Thank you for considering Ehlers and its sub-consultant raSmith to serve as your advisors in conducting a Transportation Utility Fee and Street Funding Analysis for the City of Tomah. We appreciate this opportunity.

**Ehlers' proposed fee for this service shall not exceed \$21,000.** This fee includes any and all reimbursable expenses incurred by Ehlers or raSmith in conjunction with the project.

Our project team is available to commence work with the City on April 1, 2021. Based on the schedule presented on page 16 of our proposal, we anticipate a 12-week project timeframe, with delivery of the final report slated for late June.

If you have any questions, please don't hesitate to reach out to us using the contact information provided below.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Jon P Cameron'.

**Jon Cameron, CIPMA**  
Senior Municipal Advisor  
jcameron@ehlers-inc.com  
262-796-6179

A handwritten signature in blue ink that reads 'Brian Roemer'.

**Brian Roemer**  
Municipal Advisor  
broemer@ehlers-inc.com  
262-796-6178



819 N Superior Ave  
Tomah, WI 54660  
608.374.7400

"The Gateway to Cranberry Country"  
City Clerk Becki Weyer  
City Treasurer Julia Mann

**Mayor Mike Murray**  
City Administrator  
Bradley J. Hanson

March 9, 2021

## STAFF COMMITTEE PREPARATION REPORT

### Agenda Item:

Transportation Utility Study

### Summary and Background Information:

Ruekert & Mielke proposal submitted with previous Council Meeting Packet. By the creation of a Transportation Utility Fund (TUF) the City could eliminate the need for Special Assessments, if allowed, and further debt to complete projects. The study would help the City determine how much property taxes to be reduced (if necessary and approved by Council), lower the cost to transportation projects adjacent property owners, and create more fair costs to residents and businesses alike.

### Fiscal Note:

Approximately \$15,000 to \$30,000 (to be repaid by Transportation Utility Fund (TUF) if implemented)

### Recommendation:

City Administrator recommends to complete the study by approving one of the study proposals submitted by Ruekert & Mielke or Ehler's, to be able to determine whether or not the City should implement a TUF, and assist with its implementation and marketing.

### Decision Urgency:

This agenda item was postponed from the meeting in February, and thereby we recommend action be taken at this Council meeting.

Department Director

Date

03/09/2021

City Administrator

Date



819 N Superior Ave "The Gateway to Cranberry Country"  
Tomah, WI 54660  
608.374.7400

City Clerk Becki Weyer  
City Treasurer Julia Mann

**Mayor Mike Murray**  
City Administrator  
Bradley J. Hanson

March 9, 2021

## STAFF COMMITTEE PREPARATION REPORT

### Agenda Item:

Comprehensive Hotel Study

### Summary and Background Information:

Three proposals submitted with previous Council Meeting Packet for your consideration.

### Fiscal Note:

Approximately \$9,000, or more if a different proposal selected, for the recommended proposal (to be paid for by TID 8 & 10)

### Recommendation:

City Administrator recommends to complete the study by approving Core Distinction Group proposal.

### Decision Urgency:

This agenda item was postponed from the meeting in February, and thereby we recommend action be taken at this Council meeting.

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Date

# Software Purchase Agreement

**Civic Systems, LLC**  
**4807 Innovate Ln**  
**P.O. Box 7398**  
**Madison, WI 53707-7398**

**City of Tomah**  
**819 Superior Avenue**  
**Tomah, WI 54660**

You agree to purchase the software and services detailed below and Civic Systems, LLC agrees to provide them. **Payment is due upon execution of the contract unless other payment terms are negotiated.** The information provided in this proposal is valid for 90 days from issue date.

### INVESTMENT SUMMARY

<b>Estimate - (80 Hours @ \$150/HR)</b>	\$ 12,000
<b>Combining City and Utility</b>	<hr/>
<b>TOTAL INVESTMENT</b>	<b>\$ 12,000</b>

\*Above amounts do not include travel costs.

\*\*All billings will be based off of time and material of \$150/Hr. The above amount is a retainer based off of like work. Civic Systems will invoice the City once the project is complete or once all of the hours are used. In the event that additional hours are needed an additional retainer contract will need to be signed. The City will only be invoiced for the number of hours used.

### SIGNATURE AGREEMENT

The signatures below indicate each party's acceptance of this agreement.

#### CITY OF TOMAH, WI

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### CIVIC SYSTEMS, LLC

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



A SUBSIDIARY OF BAKER TILLY US, LLP

# Software Purchase Agreement

## SCOPE

The following work will be performed by **Civic Systems**:

### General Ledger

- Merge chart of accounts
- Change account numbers and structure as necessary
- Change transaction history to new account structure
- Change budget transaction history to new account structure
- Merge utility transaction history
- Merge utility budget history

### Accounts Payable

- Merge vendors
- Merge utility invoice history
- Merge utility check history
- Merge utility bank information
- Change invoice and check history to new account structure

### Payroll

- Merge utility employees
- Merge utility pay codes
- Change pay codes to new account structure
- Merge pay history
- Merge benefit history
- Change pay history to new account structure
- Change benefit history to new account structure

### Cash Receipting

- Merge categories
- Merge distribution codes
- Merge receipt history
- Merge payment history
- Change all account numbers to new account structure

### Utility Billing

- Change general ledger account numbers on all rates and services to new account structure

The following work will be the responsibility of the **City/Utility**:

- Once a new account structure is agreed upon, the city/utility will be responsible for providing Civic Systems with a cross walk of old account number to new account numbers in Excel.
- Provide a list of utility vendors that should be merged with existing city vendors.



A SUBSIDIARY OF BAKER TILLY US, LLP



819 N Superior Ave  
Tomah, WI 54660  
608.374.7400

"The Gateway to Cranberry Country"

City Clerk Becki Weyer  
City Treasurer Julia Mann

**Mayor Mike Murray**  
City Administrator  
Bradley J. Hanson

March 9, 2021

## STAFF COMMITTEE PREPARATION REPORT

### Agenda Item:

Merging of General Fund & Public Works (Utilities) Caselle Software Programs as well as MiPay Payroll software program.

### Summary and Background Information:

Historically, the City has had two different Caselle accounting software programs with two different sign-on requirements for all employees. Software is intended to create efficiencies, however with the current City setup, it has created an increased workload for those that have to work within the accounting software and then transfer data into a created spreadsheet. These two software programs are part of the "Wall" between City Departments and enhance the perception that City departments and employees are united.

### Fiscal Note:


\$12,000 as Caselle proposal indicates to combine the data of both Caselle programs into one program for all City functions and departments. This process will take approximately two months. The cost of this merging should be shared by the General Fund (30%), Water Services Utility (30%), Waste Water Utility (30%), and TIDs (10% with TID 8 at 4%, & both TID 9 & 10 at 3% each).

### Recommendation:

City Administrator recommends to complete the software unification by approving Caselle's proposal, thereby beginning to break the "Wall" down.

### Decision Urgency:

There is no urgency with this decision, and this decision could be delayed until the April Council meeting.

\_\_\_\_\_  
Department Director  
  
  
\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date  
  
03/09/2021  
\_\_\_\_\_  
Date



Resolution \_\_\_\_\_

**APPROVING THE CITY OF TOMAH 2021-2025 COMPREHENSIVE OUTDOOR RECREATION PLAN**

**WHEREAS**, the City of Tomah periodically adopts a five-year park plan; and

**WHEREAS**, this plan includes an inventory of city park and outdoor recreational areas; and

**WHEREAS**, this plan has a listing of park improvements that will be considered during next five years;

**WHEREAS**, the plan is a requirement of the Wisconsin Department of Natural Resources and other funding sources in order to apply for grant funds for park projects; and

**WHEREAS**, the Parks and Recreation Commission have reviewed the plan and recommended approval.

**NOW THEREFORE, BE IT RESOLVED** that the City of Tomah Council does hereby approve the 2021-2025 Comprehensive Outdoor Recreation Plan, a copy of which is on file and available for inspection from the Parks and Recreation Department.

PASSED AND APPROVED by the City of Tomah Council, Monroe County, Wisconsin on this 16<sup>th</sup> day of March, 2021

\_\_\_\_\_  
MIKE MURRAY, MAYOR

ATTEST:

\_\_\_\_\_  
BECKI WEYER, CITY CLERK

**RESOLUTION \_\_\_\_\_**

APPROVING THE SUBMITTAL FOR A WISCONSIN ECONOMIC DEVELOPMENT CORPORATION (WEDC) COMMUNITY DEVELOPMENT INVESTMENT (CDI) GRANT APPLICATION FOR THE DOWNTOWN REDEVELOPMENT PROJECT BEING UNDERTAKEN THE BOYS AND GIRLS CLUBS OF WEST-CENTRAL WISCONSIN (THE CLUB), INC. AT 917 SUPERIOR AVENUE.

**WHEREAS**, the Club is in the process, or has acquired, the structure at 917 Superior Avenue for a new and expanded location with better services; and

**WHEREAS**, as any non-profit organization seeks funding for capital construction projects, the Club is no different, which they discovered the CDI Grant from WEDC; and

**WHEREAS**, this opportunity requires the Club to have support and application by the local community, which in this case is the City of Tomah; and

**WHEREAS**, renovation of the current Club location at 105 W Milwaukee Street will include the renovation and expansion into the adjacent building located at 917 Superior Avenue; and

**WHEREAS**, a new building shall be refitted for a new purpose bringing renewed appearance and usage of an underused building within the Downtown area of the City, which shall thereby impact the values and businesses in the immediate area; and

**WHEREAS**, the Club has secured and will provide at least the minimum 1:1 matching investment in project costs; and

**WHEREAS**, this project shall (1) expand available program space in the Main Clubhouse, relocate administrative offices, (2) enhance teen programming by consolidating its Teen Center from 1102 to 917 Superior Ave., into the same building, thereby reducing safety and logistical challenges, (3) empower more of Tomah's youth to become tomorrow's leaders and enhance our community; and

**WHEREAS**, the Club understands the grant has reporting requirements, which will fall upon the Club to complete or assist in completing the reporting requirements that could be required on an annual basis, among other requirements imposed by the WEDC;

**NOW THEREFORE, BE IT RESOLVED** that the City of Tomah Council approves to support and sponsor if necessary the Club's application to WEDC for the CDI Grants, which will greatly assist the reconstruction project with funds of up to \$250,000.00, and provide City staff assistance if necessary for the application process.

PASSED AND APPROVED by the City of Tomah Council, Monroe County, Wisconsin this 16<sup>th</sup> day of March, 2021.

ATTEST:

\_\_\_\_\_  
MIKE MURRAY, MAYOR

\_\_\_\_\_  
BECKI WEYER, CITY CLERK



819 N Superior Ave  
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"The Gateway to Cranberry Country"  
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City Treasurer Julia Mann

**Mayor Mike Murray**  
City Administrator  
Bradley J. Hanson

March 9, 2021

## STAFF COMMITTEE PREPARATION REPORT

### Agenda Item:

Resolution approving the submittal for a Wisconsin Economic Development Corporation (WEDC) Community Development Investment (CDI) Grant application for the downtown redevelopment project being undertaken by the Boys and Girls Club of West-Central Wisconsin (the Club), Inc. at 917 Superior Avenue.

### Summary and Background Information:

The Club has requested the City's support for a CDI grant application from WEDC. Part of the application process is to receive support from the local community's elected body.

### Fiscal Note:

There is no fiscal responsibility of the City; at least we have not been approached by the Club to financially support this project at this time.

### Recommendation:

City Administrator recommends to approve the CDI Grant application to WEDC support resolution for betterment of the structures and youth activities.

### Decision Urgency:

This application is due by April 1, 2021 and therefore should not be delayed.

Department Director

City Administrator

Date

03/09/2021

Date

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
<b>129382</b>										
02/21	02/05/2021	129382	30	ALLIANT ENERGY/WPL	2101	1	01-53420-2900	.00	10,502.67	10,502.67
Total 129382:								.00		10,502.67
<b>129383</b>										
02/21	02/05/2021	129383	1960	AT&T MOBILITY	2872994527	1	01-52100-2230	.00	375.72	375.72
02/21	02/05/2021	129383	1960	AT&T MOBILITY	2873030555	1	01-52200-2230	.00	215.68	215.68
Total 129383:								.00		591.40
<b>129384</b>										
02/21	02/05/2021	129384	1145	AXON ENTERPRISE INC	SI-1709323	1	01-52100-2900	.00	21,264.00	21,264.00
Total 129384:								.00		21,264.00
<b>129385</b>										
02/21	02/05/2021	129385	128	CENTURYLINK	301310967-2	1	01-52100-2230	.00	24.00	24.00
02/21	02/05/2021	129385	128	CENTURYLINK	301313462-2	1	01-52100-2230	.00	707.21	707.21
02/21	02/05/2021	129385	128	CENTURYLINK	301313463-2	1	01-51420-2230	.00	32.52	32.52
02/21	02/05/2021	129385	128	CENTURYLINK	301313466-2	1	01-51200-2230	.00	32.28	32.28
02/21	02/05/2021	129385	128	CENTURYLINK	301313468-2	1	01-51600-2230	.00	37.02	37.02
02/21	02/05/2021	129385	128	CENTURYLINK	301313471-2	1	01-53510-2230	.00	65.04	65.04
02/21	02/05/2021	129385	128	CENTURYLINK	301313476-2	1	02-56910-2230	.00	65.04	65.04
02/21	02/05/2021	129385	128	CENTURYLINK	301313477-2	1	01-53311-2230	.00	277.78	277.78
02/21	02/05/2021	129385	128	CENTURYLINK	301313478-2	1	01-55300-2230	.00	92.46	92.46
02/21	02/05/2021	129385	128	CENTURYLINK	301313478-2	2	01-55402-2230	.00	92.46	92.46
02/21	02/05/2021	129385	128	CENTURYLINK	301313479-2	1	01-55200-2230	.00	41.47	41.47
02/21	02/05/2021	129385	128	CENTURYLINK	301313480-2	1	04-56600-2230	.00	55.48	55.48
02/21	02/05/2021	129385	128	CENTURYLINK	301313480-2	2	01-15210	.00	55.47	55.47
02/21	02/05/2021	129385	128	CENTURYLINK	301313481-2	1	03-52300-2230	.00	76.93	76.93
02/21	02/05/2021	129385	128	CENTURYLINK	301313484-2	1	10-55110-2230	.00	178.05	178.05
02/21	02/05/2021	129385	128	CENTURYLINK	301313485-2	1	12-55500-2230	.00	74.83	74.83
02/21	02/05/2021	129385	128	CENTURYLINK	467438700-2	1	01-55401-3400	.00	131.63	131.63
Total 129385:								.00		2,039.67
<b>129386</b>										
02/21	02/05/2021	129386	436	CONSOLIDATED ENERGY COM	119/2101	1	01-55200-3400	.00	378.33	378.33

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
02/21	02/05/2021	129386	436	CONSOLIDATED ENERGY COM	121/2101	1	01-53311-3401	.00	5,374.20	5,374.20
02/21	02/05/2021	129386	436	CONSOLIDATED ENERGY COM	121/2101	2	01-53620-3400	.00	1,169.91	1,169.91
02/21	02/05/2021	129386	436	CONSOLIDATED ENERGY COM	121/2101	3	01-53635-3400	.00	209.45	209.45
02/21	02/05/2021	129386	436	CONSOLIDATED ENERGY COM	416/2101	1	01-52200-3400	.00	253.10	253.10
Total 129386:								.00		7,384.99
<b>129387</b>										
02/21	02/05/2021	129387	29	CULLIGAN	2102	1	01-51415-3100	.00	41.45	41.45
Total 129387:								.00		41.45
<b>129388</b>										
02/21	02/05/2021	129388	214	EMC INSURANCE COMPANIES	D-15120361-	1	04-56600-2100	.00	134.17	134.17
Total 129388:								.00		134.17
<b>129389</b>										
02/21	02/05/2021	129389	1896	ENVIROTECH EQUIPMENT	20-0014889	1	01-53620-3500	.00	205.23	205.23
Total 129389:								.00		205.23
<b>129390</b>										
02/21	02/05/2021	129390	220	EO JOHNSON CO	INV880428	1	10-55110-2900	.00	27.78	27.78
02/21	02/05/2021	129390	220	EO JOHNSON CO	INV882541	1	10-55110-2900	.00	63.00	63.00
02/21	02/05/2021	129390	220	EO JOHNSON CO	INV882565	1	01-53311-3100	.00	96.00	96.00
02/21	02/05/2021	129390	220	EO JOHNSON CO	INV886415	1	01-52100-2900	.00	130.38	130.38
02/21	02/05/2021	129390	220	EO JOHNSON CO	INV886518	1	12-55500-2900	.00	115.16	115.16
Total 129390:								.00		432.32
<b>129391</b>										
02/21	02/05/2021	129391	249	ESO SOLUTIONS INC	ESO-48603	1	01-52200-2900	.00	2,161.97	2,161.97
Total 129391:								.00		2,161.97
<b>129392</b>										
02/21	02/05/2021	129392	1656	FAMILY SUPPORT REGISTRY	210115	1	01-21590	.00	305.53	305.53
02/21	02/05/2021	129392	1656	FAMILY SUPPORT REGISTRY	210129	1	01-21590	.00	275.53	275.53

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 129392:								.00		581.06
<b>129393</b>										
02/21	02/05/2021	129393	281	GRAINGER	9765080198	1	01-53311-3508	.00	98.26	98.26
Total 129393:								.00		98.26
<b>129394</b>										
02/21	02/05/2021	129394	292	GUNDERSEN HEALTH SYSTEM	134479078-2	1	01-53311-2900	.00	100.00	100.00
Total 129394:								.00		100.00
<b>129395</b>										
02/21	02/05/2021	129395	299	HAGEN SPORTS NETWORK	2102	1	01-51100-3200	.00	250.00	250.00
02/21	02/05/2021	129395	299	HAGEN SPORTS NETWORK	2102	2	01-51410-3200	.00	125.00	125.00
Total 129395:								.00		375.00
<b>129396</b>										
02/21	02/05/2021	129396	1425	HANES GEO COMPONENTS	64-808093	1	01-53441-3400	.00	3,836.00	3,836.00
Total 129396:								.00		3,836.00
<b>129397</b>										
02/21	02/05/2021	129397	1401	HORST DISTRIBUTING INC	88315-000	1	01-55200-3500	.00	34.07	34.07
Total 129397:								.00		34.07
<b>129398</b>										
02/21	02/05/2021	129398	331	IACP	0150718	1	01-52100-3250	.00	210.00	210.00
Total 129398:								.00		210.00
<b>129399</b>										
02/21	02/05/2021	129399	337	IRONCORE INC	IC45525	1	01-52100-2900	.00	1,237.75	1,237.75
02/21	02/05/2021	129399	337	IRONCORE INC	IC45565	1	01-51450-2900	.00	2,454.00	2,454.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 129399:								.00		3,691.75
<b>129400</b>										
02/21	02/05/2021	129400	2044	JOHNSON, ALEIGHA	210205	1	01-45100	.00	5.00	5.00
Total 129400:								.00		5.00
<b>129401</b>										
02/21	02/05/2021	129401	2046	KENNEDY, JOSEPH	2021022	1	01-23010	.00	250.00	250.00
Total 129401:								.00		250.00
<b>129402</b>										
02/21	02/05/2021	129402	382	LACKORE ELECTRIC MOTOR R	238843	1	01-53311-3402	.00	290.28	290.28
Total 129402:								.00		290.28
<b>129403</b>										
02/21	02/05/2021	129403	395	LEMONWEIR VALLEY TELEPHO	631700-0221	1	01-53510-2240	.00	90.60	90.60
02/21	02/05/2021	129403	395	LEMONWEIR VALLEY TELEPHO	690500-0221	1	01-52100-2230	.00	175.00	175.00
02/21	02/05/2021	129403	395	LEMONWEIR VALLEY TELEPHO	690500-0221	2	01-51450-2900	.00	175.00	175.00
02/21	02/05/2021	129403	395	LEMONWEIR VALLEY TELEPHO	692200-0221	1	01-52200-2230	.00	131.76	131.76
02/21	02/05/2021	129403	395	LEMONWEIR VALLEY TELEPHO	721400-0221	1	01-55200-2240	.00	90.60	90.60
02/21	02/05/2021	129403	395	LEMONWEIR VALLEY TELEPHO	802300-0221	1	03-52300-2230	.00	491.20	491.20
02/21	02/05/2021	129403	395	LEMONWEIR VALLEY TELEPHO	809500-0221	1	01-53311-2230	.00	90.60	90.60
Total 129403:								.00		1,244.76
<b>129404</b>										
02/21	02/05/2021	129404	1557	LEXISNEXIS RISK DATA MANAG	1679640-202	1	01-51520-2900	.00	68.96	68.96
02/21	02/05/2021	129404	1557	LEXISNEXIS RISK DATA MANAG	1679640-202	2	03-52300-2900	.00	68.96	68.96
Total 129404:								.00		137.92
<b>129405</b>										
02/21	02/05/2021	129405	849	MARSHALL, MELANIE	210120	1	01-52100-3350	.00	27.12	27.12

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 129405:								.00		27.12
<b>129406</b>										
02/21	02/05/2021	129406	447	MONROE CO CLERK OF COUR	210202	1	01-23301	.00	100.00	100.00
Total 129406:								.00		100.00
<b>129407</b>										
02/21	02/05/2021	129407	454	MONROE CO TREASURER	210205	1	01-24400	.00	172.22	172.22
Total 129407:								.00		172.22
<b>129408</b>										
02/21	02/05/2021	129408	2048	NEXT STEPS FOR CHANGE INC	0121	1	01-52100-3350	.00	500.00	500.00
Total 129408:								.00		500.00
<b>129409</b>										
02/21	02/05/2021	129409	469	PENNY J. PRECOUR ATTORNE	5038	1	04-56600-2100	.00	157.50	157.50
Total 129409:								.00		157.50
<b>129410</b>										
02/21	02/05/2021	129410	2045	PROSPERITY HOME MORTGAG	210128	1	01-24412	.00	2,153.26	2,153.26
Total 129410:								.00		2,153.26
<b>129411</b>										
02/21	02/05/2021	129411	572	SCHAEFFER MANUFACTURING	PC7454-INV	1	01-53311-3402	.00	523.20	523.20
Total 129411:								.00		523.20
<b>129412</b>										
02/21	02/05/2021	129412	577	SECURIAN FINANCIAL GROUP I	2104	1	01-21530	.00	2,417.61	2,417.61
Total 129412:								.00		2,417.61

M = Manual Check, V = Void Check



GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
<b>129413</b>										
02/21	02/05/2021	129413	596	STAPLES ADVANTAGE	3466560894	1	01-52100-3100	.00	954.54	954.54
Total 129413:								.00	954.54	954.54
<b>129414</b>										
02/21	02/05/2021	129414	603	STREICHERS INC	11480971	1	01-57210-8300	.00	3,572.00	3,572.00
Total 129414:								.00	3,572.00	3,572.00
<b>129415</b>										
02/21	02/05/2021	129415	1597	SUPERIOR AUTOMOITVE	25262	1	01-52100-3500	.00	69.17	69.17
Total 129415:								.00	69.17	69.17
<b>129416</b>										
02/21	02/05/2021	129416	2047	SWANSON FLO	1276186	1	02-56910-3500	.00	3,339.95	3,339.95
Total 129416:								.00	3,339.95	3,339.95
<b>129417</b>										
02/21	02/05/2021	129417	637	TOMAH AREA SCHOOL DISTRIC	210205	1	01-24600	.00	250.19	250.19
Total 129417:								.00	250.19	250.19
<b>129418</b>										
02/21	02/05/2021	129418	670	TRICOR INC	39073	1	01-51938-5100	.00	2,875.00	2,875.00
Total 129418:								.00	2,875.00	2,875.00
<b>129419</b>										
02/21	02/05/2021	129419	726	WEST CENTRAL WI SHRM	2021	1	01-51420-3250	.00	35.00	35.00
Total 129419:								.00	35.00	35.00
<b>129420</b>										
02/21	02/05/2021	129420	728	WESTERN TECHNICAL COLLEG	210205	1	01-24600	.00	48.84	48.84

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 129420:								.00		48.84
<b>129421</b>										
02/21	02/05/2021	129421	1184	WI DEPT OF JUSTICE-CIB WOR	G2159-2101	1	01-51420-3200	.00	91.00	91.00
Total 129421:								.00		91.00
<b>129422</b>										
02/21	02/05/2021	129422	1154	WI DEPT OF REVENUE	210201	1	01-23301	.00	100.00	100.00
02/21	02/18/2021	129422	1154	WI DEPT OF REVENUE	210201	1	01-23301	.00	100.00-	100.00- V
Total 129422:								.00		.00
<b>129423</b>										
02/21	02/05/2021	129423	749	WI SCTF	210115	1	01-21590	.00	848.08	848.08
02/21	02/05/2021	129423	749	WI SCTF	210129	1	01-21590	.00	848.08	848.08
Total 129423:								.00		1,696.16
<b>129424</b>										
02/21	02/05/2021	129424	752	WISCONSIN SUPREME COURT	680-0000000	1	01-51200-3250	.00	700.00	700.00
Total 129424:								.00		700.00
<b>129458</b>										
02/21	02/11/2021	129458	1569	DEGENHARDT TIRE INC	44231	1	01-53311-3501	.00	35.00	35.00
02/21	02/22/2021	129458	1569	DEGENHARDT TIRE INC	44231	1	01-53311-3501	.00	35.00-	35.00- V
Total 129458:								.00		.00
<b>129459</b>										
02/21	02/11/2021	129459	274	GERKE EXCAVATING INC	41392	1	01-53441-3400	.00	129.89	129.89
02/21	02/11/2021	129459	274	GERKE EXCAVATING INC	43178	1	01-53441-3400	.00	134.15	134.15
Total 129459:								.00		264.04
<b>129460</b>										
02/21	02/11/2021	129460	275	GHD SERVICES INC	1095908	1	01-53630-2100	.00	2,469.02	2,469.02

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 129460:								.00		2,469.02
<b>129461</b>										
02/21	02/11/2021	129461	1526	ISTATE TRUCK CENTER	V271000979	1	08-57324-8300	.00	92,564.50	92,564.50
Total 129461:								.00		92,564.50
<b>129462</b>										
02/21	02/11/2021	129462	396	LEXISNEXIS RISK DATA MANAG	1378284-202	1	01-52100-2900	.00	33.00	33.00
Total 129462:								.00		33.00
<b>129463</b>										
02/21	02/11/2021	129463	2049	SYMBOLARTS, LLC	0288910	1	01-52100-1390	.00	3,262.00	3,262.00
02/21	02/11/2021	129463	2049	SYMBOLARTS, LLC	0288910	2	01-52100-3400	.00	510.00	510.00
Total 129463:								.00		3,772.00
<b>129464</b>										
02/21	02/11/2021	129464	1744	TOMAH HEALTH	2003423-210	1	01-52100-3400	.00	69.25	69.25
02/21	02/11/2021	129464	1744	TOMAH HEALTH	201220	1	01-52100-3400	.00	138.50	138.50
Total 129464:								.00		207.75
<b>129465</b>										
02/21	02/11/2021	129465	659	TOMAH WATER UTILITY	2020	1	14-57331-8500	.00	8,880.27	8,880.27
Total 129465:								.00		8,880.27
<b>129466</b>										
02/21	02/11/2021	129466	707	WALMART COMMUNITY/SYNCB	210116	1	01-52100-3550	.00	71.58	71.58
02/21	02/11/2021	129466	707	WALMART COMMUNITY/SYNCB	210116	2	01-52100-3100	.00	13.97	13.97
02/21	02/11/2021	129466	707	WALMART COMMUNITY/SYNCB	210116	3	01-52100-3400	.00	46.46	46.46
02/21	02/11/2021	129466	707	WALMART COMMUNITY/SYNCB	210116	4	01-52140-3400	.00	21.08	21.08
02/21	02/11/2021	129466	707	WALMART COMMUNITY/SYNCB	210116	5	10-55110-3100	.00	38.97	38.97
02/21	02/11/2021	129466	707	WALMART COMMUNITY/SYNCB	210116	6	10-55110-3100	.00	17.91	17.91
02/21	02/11/2021	129466	707	WALMART COMMUNITY/SYNCB	210116	7	10-55110-3100	.00	64.88	64.88

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 129466:								.00		274.85
<b>129467</b>										
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	1	01-55402-2210	.00	712.32	712.32
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	2	01-55200-2210	.00	1,125.99	1,125.99
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	3	01-55401-2220	.00	1,815.94	1,815.94
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	4	01-55300-2210	.00	16.70	16.70
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	5	01-55300-2210	.00	17.87	17.87
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	6	01-55402-2210	.00	67.68	67.68
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	7	01-55402-2210	.00	39.37	39.37
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	8	01-52200-2210	.00	216.31	216.31
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	9	01-51600-2210	.00	1,305.37	1,305.37
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	10	01-53311-2210	.00	265.00	265.00
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	11	01-53420-2900	.00	29.27	29.27
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	12	01-53420-2900	.00	17.05	17.05
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	13	01-53510-2210	.00	23.99	23.99
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	14	02-56910-2210	.00	491.61	491.61
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	15	01-53510-2210	.00	26.81	26.81
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	16	01-53510-2210	.00	26.80	26.80
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	17	01-53420-2900	.00	16.70	16.70
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	18	01-53510-2210	.00	197.89	197.89
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	19	01-53311-2210	.00	16.70	16.70
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	20	01-53311-2210	.00	184.75	184.75
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	21	01-53311-2210	.00	221.75	221.75
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	22	01-52100-2210	.00	17.41	17.41
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	23	01-52100-2210	.00	1,658.79	1,658.79
02/21	02/12/2021	129467	30	ALLIANT ENERGY/WPL	210212	24	01-52900-2210	.00	18.58	18.58
Total 129467:								.00		8,530.65
<b>129468</b>										
02/21	02/12/2021	129468	1938	ANTHEM BLUE CROSS AND BL	210209	1	03-13100	.00	162.96	162.96
Total 129468:								.00		162.96
<b>129469</b>										
02/21	02/12/2021	129469	1960	AT&T MOBILITY	2873030559	1	01-15610	.00	195.87	195.87
02/21	02/12/2021	129469	1960	AT&T MOBILITY	2873030559	2	01-15620	.00	130.29	130.29

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
02/21	02/12/2021	129469	1960	AT&T MOBILITY	2873030559	3	01-51600-2230	.00	39.99	39.99
02/21	02/12/2021	129469	1960	AT&T MOBILITY	2873030559	4	01-53311-2230	.00	40.74	40.74
02/21	02/12/2021	129469	1960	AT&T MOBILITY	2873030559	5	01-53311-2230	.00	36.74	36.74
02/21	02/12/2021	129469	1960	AT&T MOBILITY	2873030559	6	01-53100-2230	.00	27.49	27.49
02/21	02/12/2021	129469	1960	AT&T MOBILITY	2873030559	7	01-53100-2230	.00	13.58	13.58
02/21	02/12/2021	129469	1960	AT&T MOBILITY	2873030559	8	01-51415-2230	.00	20.25	20.25
02/21	02/12/2021	129469	1960	AT&T MOBILITY	2873030559	9	01-52400-2230	.00	40.73	40.73
02/21	02/12/2021	129469	1960	AT&T MOBILITY	2873030559	10	01-52400-2230	.00	36.73	36.73
02/21	02/12/2021	129469	1960	AT&T MOBILITY	2873030559	11	01-55200-2230	.00	36.73	36.73
02/21	02/12/2021	129469	1960	AT&T MOBILITY	2873030559	12	01-55200-2230	.00	36.74	36.74
02/21	02/12/2021	129469	1960	AT&T MOBILITY	2873031353	1	01-52200-2230	.00	32.99	32.99
02/21	02/12/2021	129469	1960	AT&T MOBILITY	2873031353	2	01-53311-3402	.00	19.25	19.25
02/21	02/12/2021	129469	1960	AT&T MOBILITY	2873031353	3	01-55200-2230	.00	19.25	19.25
02/21	02/12/2021	129469	1960	AT&T MOBILITY	2873031353	4	01-55200-2230	.00	19.25	19.25
02/21	02/12/2021	129469	1960	AT&T MOBILITY	2873031353	5	01-55200-2230	.00	19.25	19.25
Total 129469:								.00	765.87	
<b>129470</b>										
02/21	02/12/2021	129470	81	BERNIE BUCHNER INC	867286	1	08-57210-8200	.00	42,645.25	42,645.25
Total 129470:								.00	42,645.25	
<b>129471</b>										
02/21	02/12/2021	129471	129	CHARTER COMMUNICATIONS	0005916020	1	01-52100-2230	.00	115.44	115.44
Total 129471:								.00	115.44	
<b>129472</b>										
02/21	02/12/2021	129472	293	GUNDERSEN HEALTH SYSTEM	282904	1	01-51980-3400	.00	1,470.00	1,470.00
Total 129472:								.00	1,470.00	
<b>129473</b>										
02/21	02/12/2021	129473	2052	KAREN HOLLINGSWORTH	210203	1	01-53620-3400	.00	50.00	50.00
Total 129473:								.00	50.00	

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<b>129474</b>										
02/21	02/12/2021	129474	2051	LORRAINE E./WALTER DAVEY	210212	1	01-44200	.00	11.00	11.00
Total 129474:								.00		11.00
<b>129475</b>										
02/21	02/12/2021	129475	2050	MEDICARE PALMETTO GBA LLL	210209	1	03-13100	.00	434.43	434.43
Total 129475:								.00		434.43
<b>129476</b>										
02/21	02/12/2021	129476	454	MONROE CO TREASURER	210209	1	01-24300	.00	1,027.25	1,027.25
02/21	02/12/2021	129476	454	MONROE CO TREASURER	210211	1	01-24400	.00	1,237,564.32	1,237,564.32
Total 129476:								.00		1,238,591.57
<b>129477</b>										
02/21	02/12/2021	129477	466	MOTOROLA SOLUTIONS INC	8281102826	1	01-57210-8300	.00	4,417.48	4,417.48
Total 129477:								.00		4,417.48
<b>129478</b>										
02/21	02/12/2021	129478	499	OAKDALE ELECTRIC COOPERA	2102	1	01-52900-2210	.00	35.26	35.26
02/21	02/12/2021	129478	499	OAKDALE ELECTRIC COOPERA	30198001-21	1	01-53420-2900	.00	333.00	333.00
Total 129478:								.00		368.26
<b>129479</b>										
02/21	02/12/2021	129479	1965	RODNEY HUNT INC	SP20-183.2	1	02-56910-3500	.00	16,734.00	16,734.00
Total 129479:								.00		16,734.00
<b>129480</b>										
02/21	02/12/2021	129480	1577	RUNNING INC.	23966	1	11-53520-3400	.00	56,074.80	56,074.80
02/21	02/12/2021	129480	1577	RUNNING INC.	23966	2	11-46350	.00	21,597.75-	21,597.75-
Total 129480:								.00		34,477.05

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
<b>129481</b>										
02/21	02/12/2021	129481	599	STATE OF WISCONSIN-COURT	210209	1	01-24240	.00	2,185.85	2,185.85
Total 129481:								.00		2,185.85
<b>129482</b>										
02/21	02/12/2021	129482	637	TOMAH AREA SCHOOL DISTRIC	210211	1	01-24600	.00	1,797,854.47	1,797,854.47
Total 129482:								.00		1,797,854.47
<b>129483</b>										
02/21	02/12/2021	129483	653	TOMAH SEWER UTILITY	210212	1	01-15620	.00	1,347.13	1,347.13
Total 129483:								.00		1,347.13
<b>129484</b>										
02/21	02/12/2021	129484	699	VERIZON	9872264063	1	01-15610	.00	27.93	27.93
02/21	02/12/2021	129484	699	VERIZON	9872264063	2	01-15620	.00	6.98	6.98
02/21	02/12/2021	129484	699	VERIZON	9872264063	3	01-53311-2230	.00	20.95	20.95
02/21	02/12/2021	129484	699	VERIZON	9872264063	4	01-53100-2230	.00	6.99	6.99
02/21	02/12/2021	129484	699	VERIZON	9872264063	5	01-53311-3402	.00	15.95	15.95
02/21	02/12/2021	129484	699	VERIZON	9872264063	6	01-52200-2230	.00	20.95	20.95
02/21	02/12/2021	129484	699	VERIZON	9872264063	7	01-52200-2230	.00	20.95	20.95
02/21	02/12/2021	129484	699	VERIZON	9872264063	8	01-52200-2230	.00	20.95	20.95
02/21	02/12/2021	129484	699	VERIZON	9872264063	9	01-52200-2230	.00	20.95	20.95
02/21	02/12/2021	129484	699	VERIZON	9872264063	10	01-52200-2230	.00	20.95	20.95
02/21	02/12/2021	129484	699	VERIZON	9872264063	11	01-52200-2230	.00	20.95	20.95
02/21	02/12/2021	129484	699	VERIZON	9872264063	12	01-52400-2230	.00	20.95	20.95
02/21	02/12/2021	129484	699	VERIZON	9872264063	13	01-52400-2230	.00	20.95	20.95
02/21	02/12/2021	129484	699	VERIZON	9872264063	14	01-52400-2230	.00	25.95	25.95
02/21	02/12/2021	129484	699	VERIZON	9872264063	15	01-52400-2230	.00	20.96	20.96
02/21	02/12/2021	129484	699	VERIZON	9872264063	16	01-52400-2230	.00	20.96	20.96
02/21	02/12/2021	129484	699	VERIZON	9872264063	17	01-52400-2230	.00	15.95	15.95
02/21	02/12/2021	129484	699	VERIZON	9872264063	18	01-52400-2230	.00	15.95	15.95
02/21	02/12/2021	129484	699	VERIZON	9872264063	19	01-52400-2230	.00	15.96	15.96
Total 129484:								.00		362.13

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<b>129485</b>										
02/21	02/12/2021	129485	728	WESTERN TECHNICAL COLLEG	210211	1	01-24600	.00	350,954.49	350,954.49
Total 129485:								.00		350,954.49
<b>129486</b>										
02/21	02/19/2021	129486	11	ACE HARDWARE	595262	1	01-55401-3500	.00	11.99	11.99
02/21	02/19/2021	129486	11	ACE HARDWARE	595296	1	01-55401-3400	.00	23.97	23.97
02/21	02/19/2021	129486	11	ACE HARDWARE	595317	1	01-52200-3400	.00	84.57	84.57
02/21	02/19/2021	129486	11	ACE HARDWARE	595367	1	03-52300-3400	.00	37.98	37.98
02/21	02/19/2021	129486	11	ACE HARDWARE	595389	1	01-55200-3400	.00	8.76	8.76
02/21	02/19/2021	129486	11	ACE HARDWARE	595390	1	01-52200-3400	.00	15.58	15.58
02/21	02/19/2021	129486	11	ACE HARDWARE	595394	1	01-53311-3502	.00	34.97	34.97
02/21	02/19/2021	129486	11	ACE HARDWARE	595402	1	03-52300-3400	.00	4.00-	4.00-
02/21	02/19/2021	129486	11	ACE HARDWARE	595436	1	01-53311-3100	.00	21.99	21.99
02/21	02/19/2021	129486	11	ACE HARDWARE	595526	1	02-56910-3500	.00	179.99	179.99
Total 129486:								.00		415.80
<b>129487</b>										
02/21	02/19/2021	129487	30	ALLIANT ENERGY/WPL	2102012	1	03-52300-2210	.00	349.60	349.60
02/21	02/19/2021	129487	30	ALLIANT ENERGY/WPL	2102012	2	12-55500-2210	.00	573.79	573.79
02/21	02/19/2021	129487	30	ALLIANT ENERGY/WPL	2102012	3	12-55500-2210	.00	49.75	49.75
02/21	02/19/2021	129487	30	ALLIANT ENERGY/WPL	2102012	4	12-55500-2210	.00	255.83	255.83
02/21	02/19/2021	129487	30	ALLIANT ENERGY/WPL	2102012	5	10-55110-2210	.00	9.31	9.31
Total 129487:								.00		1,238.28
<b>129488</b>										
02/21	02/19/2021	129488	1960	AT&T MOBILITY	2873036156	1	03-52300-2230	.00	431.56	431.56
Total 129488:								.00		431.56
<b>129489</b>										
02/21	02/19/2021	129489	61	AUTO VALUE TOMAH	522165364	1	01-55200-3500	.00	27.99	27.99
02/21	02/19/2021	129489	61	AUTO VALUE TOMAH	522165925	1	01-53311-3402	.00	6.99	6.99
02/21	02/19/2021	129489	61	AUTO VALUE TOMAH	522166411	1	01-53311-3512	.00	12.29	12.29
02/21	02/19/2021	129489	61	AUTO VALUE TOMAH	522166544	1	01-53311-3402	.00	229.99	229.99
02/21	02/19/2021	129489	61	AUTO VALUE TOMAH	522166834	1	01-52200-3400	.00	18.37	18.37

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Total 129489:								.00		295.63
<b>129490</b>										
02/21	02/19/2021	129490	218	BAUMGART, EMIL	2101	1	01-52400-2100	.00	500.00	500.00
02/21	02/19/2021	129490	218	BAUMGART, EMIL	2101	2	01-23031	.00	200.00	200.00
Total 129490:								.00		700.00
<b>129491</b>										
02/21	02/19/2021	129491	1241	CASEY'S GENERAL STORE	20210213	1	01-44100	.00	23.00	23.00
Total 129491:								.00		23.00
<b>129492</b>										
02/21	02/19/2021	129492	129	CHARTER COMMUNICATIONS	0018042020	1	10-55110-2900	.00	199.96	199.96
Total 129492:								.00		199.96
<b>129493</b>										
02/21	02/19/2021	129493	157	COMPLETE OFFICE OF WISCO	870198	1	01-51420-3100	.00	5.55	5.55
02/21	02/19/2021	129493	157	COMPLETE OFFICE OF WISCO	870586	1	01-51420-3100	.00	3.45	3.45
02/21	02/19/2021	129493	157	COMPLETE OFFICE OF WISCO	873685	1	01-51420-3100	.00	14.30	14.30
Total 129493:								.00		23.30
<b>129494</b>										
02/21	02/19/2021	129494	1280	DIRECTV	013901916X	1	01-55401-3400	.00	160.99	160.99
Total 129494:								.00		160.99
<b>129495</b>										
02/21	02/19/2021	129495	242	FASTENAL COMPANY	WITOM1976	1	01-53311-3408	.00	49.00	49.00
02/21	02/19/2021	129495	242	FASTENAL COMPANY	WITOM1976	1	01-53311-3502	.00	4.60	4.60
Total 129495:								.00		53.60
<b>129496</b>										
02/21	02/19/2021	129496	823	HUNECK, PETE	210215	1	01-52100-3350	.00	29.69	29.69

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 129496:								.00		29.69
<b>129497</b>										
02/21	02/19/2021	129497	375	KWIK TRIP CREDIT DEPT	00057542-21	1	01-52100-3400	.00	2,377.64	2,377.64
02/21	02/19/2021	129497	375	KWIK TRIP CREDIT DEPT	00349111-21	1	01-55200-3400	.00	199.08	199.08
02/21	02/19/2021	129497	375	KWIK TRIP CREDIT DEPT	00410435-21	1	01-53311-3401	.00	11.85	11.85
02/21	02/19/2021	129497	375	KWIK TRIP CREDIT DEPT	00421945-21	1	03-52300-3400	.00	2,682.17	2,682.17
Total 129497:								.00		5,270.74
<b>129498</b>										
02/21	02/19/2021	129498	396	LEXISNEXIS RISK DATA MANAG	1378284-202	1	01-52100-2900	.00	33.00	33.00
Total 129498:								.00		33.00
<b>129499</b>										
02/21	02/19/2021	129499	849	MARSHALL, MELANIE	210217	1	01-52100-3350	.00	23.50	23.50
Total 129499:								.00		23.50
<b>129500</b>										
02/21	02/19/2021	129500	442	MISSISSIPPI WELDERS SUPPL	441064	1	03-52300-3400	.00	81.31	81.31
02/21	02/19/2021	129500	442	MISSISSIPPI WELDERS SUPPL	441085	1	03-52300-3400	.00	103.06	103.06
Total 129500:								.00		184.37
<b>129501</b>										
02/21	02/19/2021	129501	460	MONROE CO REGISTER OF DE	2/5/2021	1	04-56600-3200	.00	60.00	60.00
Total 129501:								.00		60.00
<b>129502</b>										
02/21	02/19/2021	129502	461	MONROE CO SOLID WASTE	002-0121	1	01-53630-5300	.00	12,811.00	12,811.00
Total 129502:								.00		12,811.00
<b>129503</b>										
02/21	02/19/2021	129503	475	NAPA - CENTRAL WISCONSIN A	605749	1	01-53311-3402	.00	95.52	95.52

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
02/21	02/19/2021	129503	475	NAPA - CENTRAL WISCONSIN A	605941	1	01-53311-3501	.00	19.44	19.44
02/21	02/19/2021	129503	475	NAPA - CENTRAL WISCONSIN A	605958	1	01-53311-3402	.00	16.62	16.62
02/21	02/19/2021	129503	475	NAPA - CENTRAL WISCONSIN A	606647	1	01-53311-3512	.00	40.68	40.68
02/21	02/19/2021	129503	475	NAPA - CENTRAL WISCONSIN A	606672	1	03-52300-3400	.00	39.77	39.77
02/21	02/19/2021	129503	475	NAPA - CENTRAL WISCONSIN A	606804	1	01-52200-3400	.00	61.10	61.10
Total 129503:								.00		273.13
<b>129504</b>										
02/21	02/19/2021	129504	622	THE STATION FLORAL & GIFTS	000973	1	01-51100-3400	.00	35.00	35.00
Total 129504:								.00		35.00
<b>129505</b>										
02/21	02/19/2021	129505	1410	TOMAH VETERANS AFFAIRS M	105JFL	1	01-52100-2100	.00	4.50	4.50
Total 129505:								.00		4.50
<b>129506</b>										
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	1	01-55200-2220	.00	636.97	636.97
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	2	01-55402-2220	.00	301.28	301.28
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	3	01-55402-2220	.00	62.28	62.28
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	4	12-55500-2220	.00	34.14	34.14
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	5	12-55500-2220	.00	65.25	65.25
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	6	10-55110-2220	.00	129.02	129.02
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	7	01-53311-2220	.00	22.60	22.60
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	8	01-53311-2220	.00	23.77	23.77
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	9	01-53311-2220	.00	114.20	114.20
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	10	01-51600-2220	.00	250.97	250.97
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	11	01-53311-2220	.00	83.09	83.09
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	12	01-53311-2220	.00	22.60	22.60
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	13	01-53510-2220	.00	23.77	23.77
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	14	01-52100-2220	.00	218.24	218.24
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	15	03-52300-2220	.00	134.94	134.94
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	16	01-52200-2200	.00	23.77	23.77
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	17	01-55300-2220	.00	75.95	75.95
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	18	01-55300-2200	.00	41.61	41.61
02/21	02/19/2021	129506	658	TOMAH WATER & SEWER UTILI	210205	19	01-55401-2220	.00	1,353.97	1,353.97

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 129506:								.00		3,618.42
<b>129507</b>										
02/21	02/19/2021	129507	659	TOMAH WATER UTILITY	210219	1	08-57331-8500	.00	21,093.18	21,093.18
Total 129507:								.00		21,093.18
<b>129508</b>										
02/21	02/19/2021	129508	721	WE ENERGIES	2102032	1	12-55500-2200	.00	386.02	386.02
02/21	02/19/2021	129508	721	WE ENERGIES	2102032	2	12-55500-2200	.00	53.86	53.86
02/21	02/19/2021	129508	721	WE ENERGIES	2102032	3	01-55200-2200	.00	9.75	9.75
02/21	02/19/2021	129508	721	WE ENERGIES	2102032	4	10-55110-2200	.00	415.63	415.63
02/21	02/19/2021	129508	721	WE ENERGIES	2102032	5	01-53311-2200	.00	800.83	800.83
02/21	02/19/2021	129508	721	WE ENERGIES	2102032	6	01-53311-2200	.00	272.59	272.59
02/21	02/19/2021	129508	721	WE ENERGIES	2102032	7	01-53311-2200	.00	839.31	839.31
02/21	02/19/2021	129508	721	WE ENERGIES	2102032	8	01-53510-2200	.00	47.77	47.77
02/21	02/19/2021	129508	721	WE ENERGIES	2102032	9	01-55402-2200	.00	9.24	9.24
02/21	02/19/2021	129508	721	WE ENERGIES	2102032	10	01-55200-2200	.00	9.24	9.24
02/21	02/19/2021	129508	721	WE ENERGIES	2102032	11	01-52200-2200	.00	403.86	403.86
02/21	02/19/2021	129508	721	WE ENERGIES	2102032	12	03-52300-2200	.00	172.87	172.87
02/21	02/19/2021	129508	721	WE ENERGIES	2102032	13	01-52100-2200	.00	827.30	827.30
02/21	02/19/2021	129508	721	WE ENERGIES	2102032	14	01-55200-2200	.00	674.67	674.67
02/21	02/19/2021	129508	721	WE ENERGIES	2102032	15	01-55401-2200	.00	2,183.09	2,183.09
Total 129508:								.00		7,106.03
Grand Totals:								.00		3,739,322.87

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

Murray, Mike

City Council: \_\_\_\_\_

Cram, Jeff

\_\_\_\_\_

Evans, Donna

\_\_\_\_\_

Peterson, Dean

\_\_\_\_\_

Kiefer, Lamont

\_\_\_\_\_

Gigous, Adam

\_\_\_\_\_

Scholze, Travis

\_\_\_\_\_

Yarrington, Richard

\_\_\_\_\_

Zabinski, Shawn

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
<b>ALADTEC INC</b>							
1144	ALADTEC INC	2021-0484	SCHEDULING & WORKFORCE MANA	02/17/2021	03-52300-2900 AMBULANCE SERV CO	2,889.00	
Total ALADTEC INC:						2,889.00	
<b>ALLSTATE PETERBILT OF TOMAH</b>							
34	ALLSTATE PETERBILT OF TOM	5203111961	SERVICE 2013 PETERBUILT	02/11/2021	01-53311-3512 HWY/ST MAINT REP/M	836.20	
Total ALLSTATE PETERBILT OF TOMAH:						836.20	
<b>AUTO VALUE TOMAH</b>							
61	AUTO VALUE TOMAH	522167163	WIPER	02/17/2021	01-53311-3512 HWY/ST MAINT REP/M	25.97	
Total AUTO VALUE TOMAH:						25.97	
<b>COMPLETE OFFICE OF WISCONSIN INC</b>							
157	COMPLETE OFFICE OF WISCO	881568	PRINT JOB	02/22/2021	01-51420-3100 CITY CLERK OFFICE S	155.00	
Total COMPLETE OFFICE OF WISCONSIN INC:						155.00	
<b>DG COMPUTER SERVICE</b>							
197	DG COMPUTER SERVICE	1440	LABOR SETUP SCREEN FOR MEETIN	02/16/2021	01-53311-3100 HWY/ST MAINT OFFIC	70.00	
Total DG COMPUTER SERVICE:						70.00	
<b>ENVIROTECH EQUIPMENT</b>							
1896	ENVIROTECH EQUIPMENT	21-0015177	RUBBER GRIP/NEW WAY SENSOR	02/18/2021	01-53620-3500 REFUSE & GARB REP	459.81	
Total ENVIROTECH EQUIPMENT:						459.81	
<b>FABICK CAT</b>							
1882	FABICK CAT	PILC0024958	LUBE FILTER	02/11/2021	01-53311-3402 HWY/ST MAINT OP SU	234.60	
Total FABICK CAT:						234.60	
<b>FIRST SUPPLY LLC-LA CROSSE</b>							
255	FIRST SUPPLY LLC-LA CROSSE	3098708-00	SUPPLIES	02/11/2021	01-53510-3500 AIRPORT REPAIR & M	171.12	
Total FIRST SUPPLY LLC-LA CROSSE:						171.12	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
<b>HARTJE TIRE &amp; SERVICE CENTER</b>							
305	HARTJE TIRE & SERVICE CENT	40--81611	BOL LINES	02/15/2021	01-53311-3501 HWY/ST MAINT REP/M	1,925.60	
Total HARTJE TIRE & SERVICE CENTER:						1,925.60	
<b>ISTATE TRUCK CENTER</b>							
1526	ISTATE TRUCK CENTER	C271056633:0	HUB CAP	02/12/2021	01-53311-3512 HWY/ST MAINT REP/M	67.20	
Total ISTATE TRUCK CENTER:						67.20	
<b>JOHN SHUCK PLUMBING &amp; REPAIR LLC</b>							
354	JOHN SHUCK PLUMBING & REP	12980	SEWER MACHINE AND LABOR	02/15/2021	01-51600-3500 GENERAL BLDGS REP	275.00	
Total JOHN SHUCK PLUMBING & REPAIR LLC:						275.00	
<b>LARIDAEN'S GLASS</b>							
1949	LARIDAEN'S GLASS	475488	WINDOW REPAIR	02/16/2021	01-55401-3500 RECREATION PARK R	584.79	
Total LARIDAEN'S GLASS:						584.79	
<b>LAWSON PRODUCTS INC</b>							
390	LAWSON PRODUCTS INC	9308201787	FLAP DISK	02/05/2021	01-53311-3402 HWY/ST MAINT OP SU	112.38	
Total LAWSON PRODUCTS INC:						112.38	
<b>MLJ LAWN MOWING &amp; SNOW REMOVAL LLC</b>							
443	MLJ LAWN MOWING & SNOW R	596	SNOW REMOVAL	02/01/2021	01-53432-2900 SIDEWALK MAINT SER	100.00	
443	MLJ LAWN MOWING & SNOW R	731	SNOW REMOVAL	02/07/2021	01-53432-2900 SIDEWALK MAINT SER	300.00	
443	MLJ LAWN MOWING & SNOW R	733	SNOW REMOVAL	02/07/2021	01-53640-2900 NUISANCE SERV CON	60.00	
Total MLJ LAWN MOWING & SNOW REMOVAL LLC:						460.00	
<b>NAPA - CENTRAL WISCONSIN AUTO PARTS</b>							
475	NAPA - CENTRAL WISCONSIN A	606855	SURFACE	02/10/2021	01-53311-3402 HWY/ST MAINT OP SU	22.26	
475	NAPA - CENTRAL WISCONSIN A	607164	FUEL FILTER	02/18/2021	01-53311-3402 HWY/ST MAINT OP SU	48.31	
Total NAPA - CENTRAL WISCONSIN AUTO PARTS:						70.57	
<b>RICK'S CERTIFIED AUTO OF TOMAH LLC</b>							
555	RICK'S CERTIFIED AUTO OF TO	69412	OXYGEN	02/19/2021	01-53311-3402 HWY/ST MAINT OP SU	29.46	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Total RICK'S CERTIFIED AUTO OF TOMAH LLC:						29.46	
<b>SCHMITZ JANITORIAL SUPPLY</b>							
1545	SCHMITZ JANITORIAL SUPPLY	6041	Scraper/brrom	02/23/2021	01-53311-3402 HWY/ST MAINT OP SU	158.95	
1545	SCHMITZ JANITORIAL SUPPLY	6044	SHOVEL/SQUEEGEE	02/23/2021	01-52200-3500 FIRE PROTECTION RE	99.00	
1545	SCHMITZ JANITORIAL SUPPLY	6045	BROOM/SQUEEGE	02/23/2021	03-52300-3500 AMBULANCE REPAIR	95.15	
Total SCHMITZ JANITORIAL SUPPLY:						353.10	
<b>SUPERIOR AUTOMOITVE</b>							
1597	SUPERIOR AUTOMOITVE	25278	SERVICE 2020 FORD UTILITY	02/03/2021	01-52100-3500 LAW ENFORCE REPAI	66.26	
1597	SUPERIOR AUTOMOITVE	25287	SERVICE 2018 FORD UTILITY	02/04/2021	01-52100-3500 LAW ENFORCE REPAI	39.82	
1597	SUPERIOR AUTOMOITVE	25309	SERVICE 2017 FORD UTILITY	02/08/2021	01-52100-3500 LAW ENFORCE REPAI	112.48	
1597	SUPERIOR AUTOMOITVE	25341	SERVICE 2017 FORD UTILITY	02/11/2021	01-52100-3500 LAW ENFORCE REPAI	529.34	
Total SUPERIOR AUTOMOITVE:						747.90	
<b>TELEFLEX LLC</b>							
1732	TELEFLEX LLC	9503615965	NEEDLE SET & STABILIZER	02/11/2021	03-52300-3400 AMBULANCE OPERATI	1,345.50	
Total TELEFLEX LLC:						1,345.50	
<b>TOMAH POLICE DEPARTMENT</b>							
650	TOMAH POLICE DEPARTMENT	210216	REIMB PETTY CASH 2/16/2021	02/16/2021	01-52100-3550 LAW ENFORCE BUILDI	41.33	
650	TOMAH POLICE DEPARTMENT	210216	POSTAGE PAYMENT 2/12/2021	02/16/2021	01-52100-3100 LAW ENFORCE OFFIC	8.80	
650	TOMAH POLICE DEPARTMENT	210216	POSTAGE PAYMENT 2/12/2021	02/16/2021	01-52100-3100 LAW ENFORCE OFFIC	8.55	
Total TOMAH POLICE DEPARTMENT:						58.68	
<b>TOMAH SEWER UTILITY</b>							
653	TOMAH SEWER UTILITY	10282020	2018 STREET AND UTILITY PROJECT-	10/28/2020	02-56910-3500 LAKE REPAIR & MAINT	128,289.28	
Total TOMAH SEWER UTILITY:						128,289.28	
<b>TOMAH WELDING &amp; STEEL SUPPLY LLC</b>							
660	TOMAH WELDING & STEEL SUP	17698	STRAIGHTEN PLOW BLADE	03/09/2021	01-53311-3512 HWY/ST MAINT REP/M	10.00	
Total TOMAH WELDING & STEEL SUPPLY LLC:						10.00	



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
<b>UNIVERSAL TRUCK EQUIPMENT INC</b>							
684	UNIVERSAL TRUCK EQUIPMEN	54634	SPINNER MOTOR KEYED SHAFT	02/19/2021	01-53311-3512 HWY/ST MAINT REP/M	520.00	
Total UNIVERSAL TRUCK EQUIPMENT INC:						520.00	
<b>UWHC</b>							
1683	UWHC	9520	ACLS CARDS PRINTED	02/09/2021	03-52300-3350 AMBULANCE TRAININ	24.00	
Total UWHC:						24.00	
<b>WISCONSIN METAL SALES INC</b>							
768	WISCONSIN METAL SALES INC	414310	GRADE 60 REBAR	02/16/2021	02-56910-3500 LAKE REPAIR & MAINT	230.00	
Total WISCONSIN METAL SALES INC:						230.00	
Grand Totals:						139,945.16	

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

Mayor: \_\_\_\_\_ Murray, Mike

City Council: \_\_\_\_\_ Cram, Jeff  
\_\_\_\_\_  
Evans, Donna  
\_\_\_\_\_  
Peterson, Dean  
\_\_\_\_\_  
Kiefer, Lamont  
\_\_\_\_\_  
Gigous, Adam  
\_\_\_\_\_  
Scholze, Travis  
\_\_\_\_\_  
Yarrington, Richard  
\_\_\_\_\_  
Zabinski, Shawn

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:	2021	\$3,630,822.44	Check #'s:	129382-129424
	2020	\$108,500.43		129458-129508
2. Payroll:		\$250,599.45	Dir Dep #'s:	62460-62694
3. Wire/ACH Transfers:		\$35,853.06		
4. Invoices:		\$139,945.16		
Total:		<u>\$4,165,720.54</u>		

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

Requested by: Finance Department

Submitted by: Committee of the Whole

March 1, 2021

**COMMON COUNCIL RECOMMENDATION**

**Community Development – Block Grant**

03/16/2021

**Agenda Item:**

Review & action on sealed bids submitted related to the 2/9/2021 City of Tomah Property for Sale Notice of Bid for 217 Sumner Av, Tomah WI

**Summary and background information:**

On 06/06/2020 following discussion CDBG Board authorize Rachel Muehlenkamp to refer loan recipient FRHP12-1 to City Attorney for legal actions including foreclosure due to delinquent loan payments on purchase of 217 Sumner Av.

On 12/31/2020 City of Tomah took back ownership of 217 Sumner Av. and on 1/19/2021 property was vacated. Property was secured & cleared of debris 1/19-27/2021.

On 2/2/2021 Greg Wandschnieder provided Property Appraised value of \$78,500

At 02/03/2021 CDBG meeting, following review & discussion related to 217 Sumner St condition and/or sale of property CDBG Board authorized CDBG Program Administrator to post notice of 217 Sumner St property for sale in as is condition with bids to be opened, reviewed & further action to be determined at March 3, 2021 CDBG Board meeting.

Attached on page 2 is recap of CDBG funds used/spent to date on 217 Sumner Av

**At 03/6/2021 meeting CDBG Committee opened & reviewed sealed bids which were submitted related to the 2/9/2021 City of Tomah Property for Sale Notice of Bid for 217 Sumner av**

Bid Requirements: Bid must be in a sealed envelope marked “Sealed Bid – Property: 217 Sumner Av” on the outside of envelope. And Bid must state 1. Bid amount including documentation of Bidder’s Pre-approval or Proof of Funds available to cover bid amount; 2. Bidder’s Legal Name: Individual(s)/Business Name, Contact Name, Mailing Address, Telephone Number, e-mail address.

The successful Bidder must pay their full bid amount plus \$200.00 administrative & legal documents recording fee within 30 days of notification. Bids will be considered by the City of Tomah Community Development Commission at a public meeting on March 3, 2021 at approximately 4:30PM at Kupper-Ratsch Senior Center, 1002 Superior Av., Tomah WI. The City of Tomah Community Development Commission reserves the right to reject any or all bids. Final acceptance of bid will be by the City of Tomah Common Council. Title will be by quit claim deed.

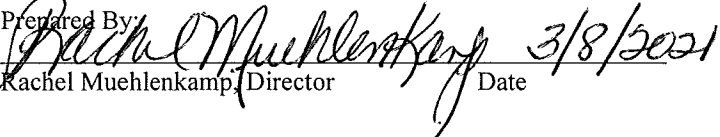
**217 Sumner Av; Parcel number 286-01099-0000 Property Bid Recap – Bid documents attached**

Bid No	Bidder Name/Contact	Bid Amount
1	Rebecca Iverson/ RJ’s Renovations & Remodel LLC	72,000
2	John Shuck John Shuck Plumbing & Repair LLC	38,000
3	Paul Frey	82,000

Following CDBG Committee review and discussion of submitted bids Lamont Kiefer moved seconded by Rick Murray to recommend that City Council select and accept Bid No. 3 Paul Frey in the amount of \$82,000.00 for the purchase of 217 Sumner Av, Tomah WI; Parcel number 286-01099-0000. All Ayes motion carried

**CONFLICT OF INTEREST:** Elected/Appointed Officials, municipal employees or consultants involved in the decision-making processes of City of Tomah – CDBG programs are not eligible to receive funds/assistance through this program either for themselves, or for those with whom they have family or business ties, during their tenure or for one year thereafter.

In review and determination of eligibility of any City of Tomah – CDBG Programs loan application said individuals as stated above must declare their conflict of interest, if the above definition applies, and if necessary the Applicant maybe found not eligible as a result of said conflict of interest.

Prepared By:  3/8/2021  
Rachel Muehlenkamp, Director Date

**CITY OF TOMAH  
CDBG REHABILITATION**

As of: 3/3/2021

Item 19.

**Case No:** FR12-1  
**Client Name:** Property returned to City Ownership 12/31/2020  
**Address:** 217 Sumner Av  
 Tomah WI 54660

	<b>Appraised Value</b>	<b>Assessed Value</b>	<b>FMV</b>
Appraisal - Greg Wandschnieder	2/2/2021 78,500.00		
City of Tomah - 2020 Property Tax Record		102,300.00	117,100.00

Request No.	Description	Date	Amount
	FRHP12-1 Smith loan interest paid as of	02/28/20	-15,168.49
	FRHP12-1 Smith Admin fees paid as of	02/28/20	3,730.50
	FRHP12-1 Smith loan Principle balance as of	02/28/20	92,590.77
	FRHP12-1 Smith Escrow balance applied	12/31/20	-897.94
	<b>CDBG-FR breakeven point as of</b>	<b>12/31/20</b>	<b>80,254.84</b>
Ck#1386	TPHA- Manor 217 Sumner Alliant-electric	12/10/20	629.32
Ck#1392	Storkel Heating-Thermosat, filter & service	01/26/21	253.20
CK#1402	Tri-Core -EMC property insurance thru 6/1/21	02/24/21	167.00
Ck#1396	TPHA - Manor for Alliant, Ace-door hdwr&smk C/O	02/24/21	205.94
Ck#1397	WE Energies	02/24/21	59.22
Ck#1398	John Shuck Plmbg & Rpr	02/24/21	374.01
Ck#1399	MLJ Lawn & Snow - snow 1/31/21	02/24/21	25.00
Ck#1400	TPHA-Lakeside Maint Labor secure. Clean etc	02/24/21	961.88
Ck#1401	City Water & Sewer	02/24/21	75.62
Ck#1393	Wandschnieder Appraisals	02/02/21	375.00
	Monroe Cty Herald - Notice of Open House		71.62
	Penny Precour-Attrny	as of 12/1/20	991.65
	City Water & Sewer		23.77
	<b>Pending Expenses:</b>		
	MDS - Dumpsters		
	TPHA - Basement Stairs repair/replace		
	MLJ Lawn & Snow Est \$45 per time		
	Property Taxes		
	Water & Sewer		
	Alliant		
	WE Energies		
	<b>Total CDBG funds used on 217 Sumner</b>		<b>84,468.07</b>

2/26/2021

Re: 217 Sumner Avenue, Parcel# 286-01099-0000.

1. Proposal Amount: \$72,000.00  
Buyer to negotiate seller financing for proposed amount to include but not limited to:  
Occupancy within 3-6 months upon completion of needed repairs.  
Monthly negotiated payment amount to begin at occupancy.  
Loan payoff within 24 months of occupancy  
Buyer to assume taxes.
  
2. Rebecca Iverson/ RJ'S Renovations and Remodel, LLC  
P.O. Box 164  
Warrens, WI. 54666  
715-299-4819  
rjsrenovations@hotmail.com

# John Shuck



## Plumbing & Repair

608-372-3028 • 608-344-1058

120 Warren St. • P.O. Box 611 • Tomah, WI 54660

Master Plumber #640215 • shuckplumbing@gmail.com

Feb 25, 2021

To whom it may concern

The property located at 217 Sumner St, parcel #286-01099-0000 city of Tomah WI 54660.

Bid amount to be 38000.00 Dollars

John J Shuck, John Shuck Plumbing & Repair llc

P.O Box611

Tomah WI 54660

608-344-1058

[Shuckplumbing@gmail.com](mailto:Shuckplumbing@gmail.com)

Thank you for your interest in our company and if you need any further information please call (608) 344-1058

Sincerely,

John Shuck

John Shuck Plumbing & Repair LLC

Pump Installer license-7629


*Bidder #2  
pg 2*

02/24/2021

At this time John Shuck and Donna Shuck have the funds in the amount \$40,000 available at Tomah Area Credit Union.

Any questions you may contact me at 608-372-4736.

Thank you,



Amanda Hintz  
Mortgage Loan Officer  
608-372-4736



Bid for 217 Sumner Ave

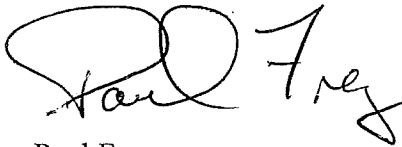
Community Development Commission  
Tomah, WI 54660

To Whom it May Concern:

I, Paul Harold Frey, offer a bid in the amount of \$82,000 for the property held by the Community Development Commission at 217 Sumner Avenue, Tomah, WI.

Please find enclosed a Pre-qualification Letter from my financier, Bank First of Tomah, WI.

Sincerely,



Paul Frey  
pvfrey@infaith.org  
(608)387-5199



# BankFirst

IT'S DIFFERENT AT FIRST

Pre-qualification letter

February 24, 2021

Paul Frey  
24304 Flint Ave.  
Tomah, WI 54660

Dear Paul:

On behalf of the entire Bank First ("Bank") team, we want to thank you for allowing us the opportunity to provide you with our pre-qualification for financing of a residential property purchase in Tomah, WI. The pre-qualification has the following terms and conditions:

- Borrower:** Paul Frey or LLC TBD
- Purpose:** Financing for purchase of a resident in Tomah, WI
- Amount:** Loan Amount TBD with maximum purchase price of \$85,000
- Term:** Up to 25 Years.
- Amortization:** Up to 25 Years.
- Interest Rate:** TBD
- Repayment:** Monthly principal and interest payments TBD
- Prepayment Premium:** None
- Bank Origination Fee:** TBD
- Collateral:** 1<sup>st</sup> lien real estate on property to be purchased



**Conditions:** Financing would be subject to Bank's review and approval of the following items:

1. A mortgage title insurance policy (ALTA Coverage) is required in an amount and with terms and conditions acceptable to Bank and subject only to the first lien mortgage.
2. Property & Casualty policy utilizing a standard mortgagee clause which lists the Bank/Trustee as mortgagee on the real estate.
3. **Satisfactory of a full underwrite being completed**
4. **Receipt and acceptance of Appraisal**
5. **An overall Loan-to-value ratio of 80% or less**

**Costs:** By acceptance of this pre-approval, Borrower agrees that all out of pocket costs, whether incurred by the Bank or Borrower, will be paid by Borrower, regardless of whether or not the transaction contemplated herein closes. Such costs may include but are not limited to: title insurance, environmental survey reports, property insurance, lien and recording fees, Bank's attorney fees and other normal costs associated with closing.

This letter does not set forth all the terms and conditions of the credit facility described herein, nor does it set forth all items of due diligence which Bank will review prior to closing. The loan documents will have additional terms and conditions not set forth herein, including, but not limited to, representations and warranties, events of default, and other provisions customary to financing by the bank. The pre-approval and other obligations of the Bank hereunder are subject to: (i) the preparation, execution and delivery of mutually acceptable loan documentation incorporating substantially the terms and conditions outlined in this pre-approval letter and otherwise satisfactory to the Bank; (ii) in the reasonable judgment of the Bank, the absence of any material adverse condition or material adverse change in or affecting the business, operations, property or condition (financial or otherwise) of the Borrower; (iii) the accuracy and completeness in all material respects of all representations that the Borrower makes to the Bank and all information that the Borrower furnishes to the Bank; (iv) the Borrower's compliance with the terms of this pre-approval letter, including without limitation, the payment in full of all fees, expenses and other amounts payable under this pre-approval letter; and (v) the satisfaction of the other conditions precedent to the closing of the credit facilities as more particularly described herein.



# BankFirst

IT'S DIFFERENT AT FIRST

This pre-approval supersedes and replaces all prior oral discussions, written correspondence and term sheets regarding the terms and conditions of the credit facility described herein. If this pre-approval is acceptable to you, please sign and return an original copy of the acceptance.

If you have any questions, feel free to contact me direct at 608-372-7578. Thank you for your confidence in me and Bank First for this request.

Sincerely,

Kyle Von Haden  
VP Business Banking

**Borrower:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**RESOLUTION OF CITY COUNCIL OF CITY OF TOMAH**

The City Council of the **CITY OF TOMAH**, a Municipal Corporation (the “City”) approves the following actions:

**RESOLVED:** That the City is a valid and existing Municipal Corporation since the time of its incorporation and acquisition of the property legally described as follows:

Lands described in Vol. 2 CSM on page 82 as Doc. No. 307107 located in Lots 1, 2, 3. and 4, Block 12, Hollister’s 1<sup>st</sup> Addition, City of Tomah, Monroe County, Wisconsin.

**RESOLVED:** The City accepts Bid No. 3 of Paul Frey as submitted to purchase the above-described land and further approves of the sale for the amount and terms described therein.

**RESOLVED:** That the Mayor and the City Clerk are authorized and directed for and on behalf of the City to execute and deliver the Deed, and any other such instruments as may be required, to finalize the sale of the above-referenced land as approved herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michael Murray, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Weyer, City Clerk