

November 4, 2025
5:30PMCity Hall, Council Chambers
23 N 2nd St**COUNCIL
MEMBERS**STEVEN E TASKAY
MAYOR
TERM EXP. 2026
PRESIDING OFFICERMICKEY LOKA
TERM EXP. 2025PATRICIA E. HASKIN
TERM EXP. 2026ROBERT SOWARD
APPOINTED UNTIL 2026
TERM EXP. 2027JEFF KAHLE
TERM EXP. 2028
PRESIDENTDALE ERNST
TERM EXP. 2026WILL GARSKE
TERM EXP. 2027MIKE LOKA
TERM EXP. 2027VACANT
TERM EXP. 2028STEVE "DING" BARTZ
TERM EXP. 2026**AGENDA**

The Council meeting will be held both in person and virtually. If you are not attending in person and would like to attend the meeting remotely you can do so by either of the following ways:

United States Toll Free: 1-888-475-4499**Access Code: 903 385 0484****Passcode: 54487****OR**

On your computer or smart device by visiting www.zoom.com and clicking "JOIN"

- A. **Call to Order**
- B. **Roll Call**
- C. **Pledge of Allegiance**
- D. **Public Comments** (During this item on the agenda the Council listens to oral comments from members of the public on non-agenda items. When speaking please state your name and limit your time to five minutes.)
- E. **Minutes of Previous Meetings**
 - 1. October 7, 2025 (page 3)
- F. **Approval of Checks and Vouchers**
General Fund account checks 118251 to 118295 and 14 electronic payments in the amount of \$219,755.15 and payroll checks 53456 – 43471 and direct deposit checks V15164– V15264 in the amount of \$132,186.50 (page 5)
- G. **Reports**
 - 1. Committee Reports
 - i. Planning and Zoning Commission (Mayor Steve Taskay)
 - ii. Board of Public Works (Leads Rosenmeier, Hanna, and Thiemer)
 - iii. Health and Safety Committee (Aldersperson Will Garske)
 - iv. Finance Committee (Aldersperson Mickey Loka)
 - v. Park and Recreations Committee (Aldersperson Jeff Kahle)
 - vi. Commission on Aging (Aldersperson Mike Loka)
 - vii. Library Board (Director Heidi O'Hare)
- H. Mayor's Report
- I. Written Report from Tomahawk Main Street Inc. (page 13)

Any additions to this agenda will be added to the original posted at City Hall. Any person who has a qualifying disability as defined by the Americans with Disabilities Act, that requires the meeting or materials at the meeting to be in an accessible location or format must contact the Clerk-Treasurer at City Hall, 453-4040, at least three days prior to the meeting so any necessary arrangements can be made to accommodate each request.

H. **Licenses and Permits**

1. Operator Licenses (page 15)

I. **Resolutions**

1. Resolution Authorizing the Community Development Authority of the City of Tomahawk, Wisconsin to Convey Certain Real Estate (page 16)

J. **Other Business**

1. Professional Service Agreement – PFAS Treatment Facility Design (page 18)
2. Board, Commission, Committee Appointments: Library Board & Health & Safety Committee
3. 2026 and 2027 Contract for Assessment of Real Property (page 28)

K. **Schedule Next Meeting Date and Time**

1. November 11, 2025 at 5:00 p.m.
2. December 2, 2025 at 5:30 p.m.

L. **Adjournment**

1 **Common Council**
2 **City of Tomahawk, City Council Chambers**
3 **23 N 2nd St, Tomahawk, WI 54487**
4 **October 7, at 5:30 p.m.**

5
6 **Call to Order:** Mayor Steven Taskay called the Common Council to order at 5:37 p.m.
7

8 **Roll Call:** Council members present were Patricia Haskin, Robert Soward, Dale Ernst, Will Garske,
9 and Mike Loka. Absent were Mickey Loka, Jeff Kahle, and Steve “Ding” Bartz.

10
11 Also in attendance were Mayor Steven E. Taskay, Clerk/Treasurer Amanda L. Bartz, Street
12 Leadsperson Nick Rosenmeier, Library Director Heidi O’Hare, Sara Guild from Lincoln County
13 Economic Development Corporation, Jennifer Turkiewicz from Tomahawk Main Street, Inc., Zach
14 Garner from WJJQ, Jalen Maki from the Tomahawk Leader, Christin Alvy, Dan DeRizzo, and Dawn
15 Genelin.

16
17 **Pledge of Allegiance:** Mayor TASKAY led the Council in the Pledge of Allegiance.
18

19 **Public comments:** Christin Alvy stated that she lives on 6th Street and missed the Health and
20 Safety Meeting where the rat issue was discussed. She stated that they have caught 6 rats in their
21 backyard and know that other people in the area are having issues and this needs to be addressed.
22

23 Dan DeRizzo stated that in addition to catching 6 rats, they have lost 4 traps.
24

25 **Minutes of Previous Meetings:** Mike LOKA MOVED to approve the minutes from September 2,
26 2025 as presented and GARSKE seconded. The VOTE was unanimous.
27

28 **Approval of Checks and Vouchers:** HASKIN MOVED to approve General Fund account checks
29 118140 to 118250 and 15 electronic payments in the amount of \$344,318.63 and payroll checks
30 53436 – 53455 and direct deposit checks V15029– V15163 in the amount of \$169,742.83. GARSKE
31 seconded. The VOTE was unanimous.
32

33 **Reports:**

34 **Planning and Zoning Commission:** Planning and Zoning Commission has not met since the last
35 Council meeting.
36

37 **Board of Public Works:** Nick Rosenmeier stated that the Board of Public Works met on September
38 30, 2025 and approved the 2025 Wastewater budget, postponed any action of a request for a quiet
39 zone for railroads, heard a request from a resident on King Road for snow removal services on the
40 new sidewalks, heard a request to place a 10’ snowman in the boulevard in S Tomahawk Ave, and
41 Lead reports were given. ROSENMEIER also stated that MSA was in attendance and reviewed the
42 draft PFAS feasibility study for Wells 4 & 5.
43

44 **Health and Safety Committee:** GARSKE reported that the Committee met on September 30, 2025
45 and discussed a potential rat problem around Wisconsin Ave and 6th Street.
46

47 **Finance Committee:** Mickey LOKA reported that the Finance Committee has met multiple times to
48 work on the budget.

1
2 Park and Recreations Committee: BARTZ reported that the Park and Recreations Committee has
3 not met since the last meeting.

4
5 Library Board: O’HARE reported that the Library has implemented a new card system, Pharos, to
6 log into the computers to help make usage safer for juveniles. O’HARE stated that they have
7 installed accessible doors on the bathrooms with funds provided through the ALA grant.

8
9 O’HARE stated that October is Suicide Prevention month, they are handing out gun locks and
10 partnering with the Health Department.

11
12 Mayor’s Report: Mayor TASKAY gave a brief report. He stated that he attended a meeting with City
13 staff regarding the reconstruction of State Highway 86 (Somo Ave), took numerous calls about rats,
14 started the Thunder Parade, and crowned the Homecoming King and Queen.

15
16 Tomahawk Main Street, Inc. (TMS): The Council reviewed the written report by TMS.

17
18 **License and Permits**

19 Operator Licenses: GARSKE MOVED to approve the operator licenses and HASKIN seconded. The
20 VOTE was unanimous.

21
22 Special Event – Wisconsin Rock Lizards Youth Baseball 9U Tournament – May 1-3, 2026: GARSKE
23 Moved to approve the application and SOWARD seconded. The VOTE was unanimous.

24
25 **Resolutions**

26 Authorization Resolution to Apply for Wisconsin Development Corporation (WEDC) Community
27 Development Investment (CDI) Grant for the Redevelopment of 202 W Wisconsin Ave (Former Book
28 Store): GARSKE MOVED to adopt the proposed ordinance and Mike LOKA seconded. The VOTE was
29 unanimous.

30
31 **Other Business**

32 Developer’s Agreement for Receipt and Disbursement of Community Development Investment
33 (CDI) Grant Funds for 202 W Wisconsin Avenue: GARSKE MOVED to approve the agreement and
34 SOWARD seconded. The VOTE was unanimous.

35
36 Award Agreement for Contracted Cleaning Services for Tomahawk Senior Center: Mike LOKA
37 MOVED to award the contract to Heavenly Cleaning Service for \$280 per month and HASKIN
38 seconded. The VOTE was unanimous.

39
40 **Set Time and Date of Next meeting:** The next regular meeting of the Common Council is
41 scheduled for November 4, 2025, at City Hall, Council Chambers at 5:30 p.m.

42
43 **Adjournment:** GARSKE MOVED to adjourn the meeting of Common Council and Mike LOKA
44 seconded. The VOTE was unanimous. The meeting was adjourned at 5:53 p.m.

45
46 Approved: _____

47
48 _____
49 Steven E. Taskay, Mayor

Amanda L. Bartz, Clerk/Treasurer

Crossbridge - General Fund Checking

ALL Checks

Posted From: 9/21/2025 From Account:
Thru: 10/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
WPS	9/22/2025	Wisconsin Public Service	23,447.91
WPS	9/22/2025	Wisconsin Public Service	-267.39
EFTPS	9/23/2025	EFTPS - Federal Taxes	19,485.51
EFTPS	10/16/2025	EFTPS - Federal Taxes	16,915.55
118251	9/26/2025	AAL JC	38.00
118252	9/26/2025	Amazon Capital Services	713.07
118253	9/26/2025	Amazon Capital Services	179.95
118254	9/26/2025	Auto Owner's Life Insurance	45.62
118255	9/26/2025	Baker & Taylor Books	208.66
118256	9/26/2025	Bremer Bank National Association	30,712.50
118257	9/26/2025	Cengage Group	87.72
118258	9/26/2025	Center Point Large Print	47.94
118259	9/26/2025	Chase's C-Stores	878.25
118260	9/26/2025	Clifton Larson Allen LLP	6,515.00
118261	9/26/2025	County Materials Corporation	1,363.05
118262	9/26/2025	EO Johnson Company	486.96
118263	9/26/2025	FP Mailing Solutions	82.29
118264	9/26/2025	Frontier	360.14
118265	9/26/2025	GPM Investments, LLC	45.89
118266	9/26/2025	Hilgy's LP Gas	270.07
118267	9/26/2025	L&S Truck Service Inc	317.67
118268	9/26/2025	Merrill Police Department	3,602.73
118269	9/26/2025	Micromarketing LLC	34.99
118270	9/26/2025	Mountain Bay Metropolitan Police Department	23,130.00
118271	9/26/2025	Northeast Asphalt Inc	621.21
118272	9/26/2025	Portable Welding & Repair LLC	1,482.25
118273	9/26/2025	Rent-A-Flash of WI Inc	35.58
118274	9/26/2025	Republic Services #645	387.31
118275	9/26/2025	Technology Management	170.10
118276	9/26/2025	Trig's	60.76
118277	9/26/2025	Victory Janitorial Inc	191.94
118278	9/26/2025	Viegut's Do-It Express	653.54
118279	9/26/2025	WI Department of Transportation	8,502.72

Crossbridge - General Fund Checking

ALL Checks

Posted From: 9/21/2025 From Account:
Thru: 10/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
118280	9/29/2025	Lincoln County Treasurer	0.00
118281	10/10/2025	Cengage Group	155.19
118282	10/10/2025	Cengage Group	74.22
118283	10/10/2025	Charter Communications	189.94
118284	10/10/2025	Coughlan Companies LLC - 171436	263.89
118285	10/10/2025	Gannett Wisconsin Media	311.03
118286	10/10/2025	Ingram Library Services	983.60
118287	10/10/2025	Lerner Publishing Group	456.78
118288	10/10/2025	Micromarketing LLC	135.97
118289	10/10/2025	Miller, Annette	14.70
118290	10/10/2025	Wisconsin Library Association	450.00
118291	10/17/2025	Anderson, Daniel	1,500.00
118292	10/17/2025	Hilgendorf, David	2,199.16
118293	10/17/2025	SECURIAN FINANCIAL GROUP, INC	603.17
118294	10/17/2025	Security Health Plan	29,346.80
118295	10/20/2025	David Phillips	1,775.00
Vestis	10/14/2025	Vestis	472.18
Vestis	10/14/2025	Vestis	149.70
Vestis	10/14/2025	Vestis	891.03
Amazon	9/23/2025	Amazon Capital Services	34.00
Empower	10/16/2025	Empower	1,588.36
Empower	10/16/2025	Empower	1,601.14
Statement	9/26/2025	Cardmember Service	2,235.89
Statement	9/26/2025	Cardmember Service	2,972.78
Taxw/held	10/16/2025	State Withholding	6,031.18
Retirement	9/26/2025	Wisconsin Dept of Employee Trust Funds	24,511.95
		Grand Total	219,755.15

Crossbridge - General Fund Checking

ALL Checks

Posted From: 9/21/2025 From Account:
Thru: 10/20/2025 Thru Account:

	Amount
Total Expenditure from Fund # 100 - General Fund	148,898.62
Total Expenditure from Fund # 210 - Library Fund	11,336.60
Total Expenditure from Fund # 219 - ARPA Fund	23,300.10
Total Expenditure from Fund # 240 - CAPITAL PROJECTS FUND	11,366.47
Total Expenditure from Fund # 260 - TIF #1 FUND	134.00
Total Expenditure from Fund # 270 - TIF #2 FUND	134.00
Total Expenditure from Fund # 295 - TID #4	134.00
Total Expenditure from Fund # 296 - TID #5	266.00
Total Expenditure from Fund # 297 - TID #6	163.40
Total Expenditure from Fund # 300 - Debt Service Fund	24,065.44
Total Expenditure from Fund # 610 - WATER FUND	-6,569.17
Total Expenditure from Fund # 620 - SEWER FUND	6,525.69
Total Expenditure from all Funds	219,755.15

Crossbridge - Payroll

ALL Checks

Posted From: 9/21/2025 From Account:
Thru: 10/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
53456	10/03/2025	Borem, Steven	1,687.10
53457	10/03/2025	ERNST, ROBERT	1,659.74
53458	10/03/2025	LINTEREUR, ZEPHYR Z	45.03
53459	10/17/2025	Borem, Steven	1,714.01
53460	10/17/2025	ERNST, ROBERT	1,659.74
53461	10/17/2025	LINTEREUR, ZEPHYR Z	45.03
53462	10/17/2025	Canning, David	736.67
53463	10/17/2025	CAYLOR, ROBERT	640.55
53464	10/17/2025	GALLOY, DAVID M	1,492.79
53465	10/17/2025	Knudson, Riley	820.76
53466	10/17/2025	KRUEGER, KEVIN J	1,089.59
53467	10/17/2025	LOKA, STEVE	1,055.40
53468	10/17/2025	MORREN, RONALD L.	869.36
53469	10/17/2025	Randall, Taylor	1,034.90
53470	10/17/2025	VON SCHRADER, MARK	832.78
53471	10/17/2025	YOUNG, NICK	1,109.10
V15164	10/03/2025	Bartz, Amanda	1,768.76
V15165	10/03/2025	BECKER, BETTY	110.82
V15166	10/03/2025	Brandt, Victoria	721.63
V15167	10/03/2025	Calhoun, Jesse	1,451.02
V15168	10/03/2025	DOTTER, DEREK J	1,640.20
V15169	10/03/2025	ELVINS, ALFRED	2,138.52
V15170	10/03/2025	Espeseth, Jonathon	2,039.66
V15171	10/03/2025	Frostman, Matthew	1,600.44
V15172	10/03/2025	Gorell, Matthew	2,210.69
V15173	10/03/2025	Hanna, Glenn	2,170.74
V15174	10/03/2025	Haring, Andrew	668.24
V15175	10/03/2025	Johnson, Brianna	121.91
V15176	10/03/2025	Krich, Michael D	1,966.28
V15177	10/03/2025	Krosschell, Chyannye	654.69
V15178	10/03/2025	LANE, RUSSELL	1,667.03
V15179	10/03/2025	Loka, Kathryn	22.16
V15180	10/03/2025	Losey, Chad	448.82

Crossbridge - Payroll

ALL Checks

Posted From: 9/21/2025 From Account:
Thru: 10/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
V15181	10/03/2025	Messino, Jessica	882.75
V15182	10/03/2025	MILLER, ANNETTE M	1,183.57
V15183	10/03/2025	O'HARE, HEIDI	1,498.55
V15184	10/03/2025	O'Neill, Megan	291.54
V15185	10/03/2025	PAGENKOPF, PEGGY	243.80
V15186	10/03/2025	PANKOW, CHARLES	1,597.97
V15187	10/03/2025	Picl, Ryan	1,776.06
V15188	10/03/2025	Pleau, Raen	727.29
V15189	10/03/2025	PUESTOW, ALLISON	1,223.48
V15190	10/03/2025	Richson, Roxanne	643.79
V15191	10/03/2025	Rosenmeier, Nicholas	1,646.95
V15192	10/03/2025	Scherer, Roni Kay	0.00
V15193	10/03/2025	Sherman, Abbey	1,751.67
V15194	10/03/2025	Sherman, Zachary	1,607.55
V15195	10/03/2025	Shore, Diana	497.75
V15196	10/03/2025	Susa, Brett	1,981.61
V15197	10/03/2025	Sutton, Bonnie	608.85
V15198	10/03/2025	Swenty, Miranda Jean	1,408.98
V15199	10/03/2025	Taskay, Steven	188.11
V15200	10/03/2025	Thiemer, Richard	1,858.48
V15201	10/03/2025	VACHO, TRAVIS	1,600.87
V15202	10/03/2025	WATRUBA, ALYSIA	1,912.24
V15203	10/03/2025	WEBSTER, MASON	1,583.08
V15204	10/03/2025	White, John	1,852.23
V15205	10/03/2025	ZELTON, MARY KAY	223.26
V15206	10/17/2025	Bartz, Amanda	1,779.00
V15207	10/17/2025	BECKER, BETTY	116.36
V15208	10/17/2025	Brandt, Victoria	644.05
V15209	10/17/2025	Calhoun, Jesse	1,451.00
V15210	10/17/2025	DOTTER, DEREK J	1,569.93
V15211	10/17/2025	ELVINS, ALFRED	2,286.80
V15212	10/17/2025	Espeseth, Jonathon	2,394.50
V15213	10/17/2025	Frostman, Matthew	1,603.04

Crossbridge - Payroll

ALL Checks

Posted From: 9/21/2025 From Account:
Thru: 10/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
V15214	10/17/2025	Gorell, Matthew	2,212.82
V15215	10/17/2025	Hanna, Glenn	1,818.61
V15216	10/17/2025	Haring, Andrew	576.62
V15217	10/17/2025	Johnson, Brianna	166.23
V15218	10/17/2025	Krich, Michael D	2,311.97
V15219	10/17/2025	Krosschell, Chyannye	709.64
V15220	10/17/2025	LANE, RUSSELL	1,687.83
V15221	10/17/2025	Loka, Kathryn	44.32
V15222	10/17/2025	Losey, Chad	299.21
V15223	10/17/2025	Messino, Jessica	800.28
V15224	10/17/2025	MILLER, ANNETTE M	1,204.15
V15225	10/17/2025	O'HARE, HEIDI	1,510.65
V15226	10/17/2025	O'Neill, Megan	210.55
V15227	10/17/2025	PAGENKOPF, PEGGY	243.80
V15228	10/17/2025	PANKOW, CHARLES	1,841.51
V15229	10/17/2025	Picl, Ryan	1,788.74
V15230	10/17/2025	Pleau, Raen	785.03
V15231	10/17/2025	PUESTOW, ALLISON	1,223.48
V15232	10/17/2025	Richson, Roxanne	643.79
V15233	10/17/2025	Rosenmeier, Nicholas	1,710.87
V15234	10/17/2025	Scherer, Roni Kay	0.00
V15235	10/17/2025	Sherman, Abbey	1,751.67
V15236	10/17/2025	Sherman, Zachary	1,743.68
V15237	10/17/2025	Shore, Diana	451.39
V15238	10/17/2025	Susa, Brett	2,009.13
V15239	10/17/2025	Sutton, Bonnie	615.33
V15240	10/17/2025	Swenty, Miranda Jean	1,481.01
V15241	10/17/2025	Taskay, Steven	188.11
V15242	10/17/2025	Thiemer, Richard	1,925.92
V15243	10/17/2025	VACHO, TRAVIS	1,609.81
V15244	10/17/2025	WATRUBA, ALYSIA	1,844.91
V15245	10/17/2025	WEBSTER, MASON	1,595.25
V15246	10/17/2025	White, John	1,855.87

Crossbridge - Payroll

ALL Checks

Posted From: 9/21/2025 From Account:
Thru: 10/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
V15247	10/17/2025	ZELTON, MARY KAY	228.80
V15248	10/17/2025	WEGENER, TADD	554.10
V15249	10/17/2025	Budzynski, Jevin	714.45
V15250	10/17/2025	Espeseth, Jonathon	701.94
V15251	10/17/2025	HAENEL, JUSTIN	760.70
V15252	10/17/2025	Kind, Kevin	1,398.16
V15253	10/17/2025	LOBERMEIER, JACOB	808.75
V15254	10/17/2025	LOKA, ADAM	20.35
V15255	10/17/2025	LOKA, MICHAEL J.	1,174.72
V15256	10/17/2025	LOKA, MICHAEL L.	880.84
V15257	10/17/2025	Lueck, John	940.90
V15258	10/17/2025	NIEMAN, MELISSA	1,057.27
V15259	10/17/2025	Oelke, Montgomery	237.48
V15260	10/17/2025	OELKE, STETSON	1,140.44
V15261	10/17/2025	Picl, Ryan	526.97
V15262	10/17/2025	POWERS, KYLE	1,186.62
V15263	10/17/2025	POWERS, LANCE D.	1,098.00
V15264	10/17/2025	WINTER, PAUL F.	1,364.56
		Grand Total	132,186.50

Crossbridge - Payroll

ALL Checks

Posted From: 9/21/2025 From Account:
Thru: 10/20/2025 Thru Account:

	Amount
Total Expenditure from Fund # 100 - General Fund	85,365.09
Total Expenditure from Fund # 210 - Library Fund	19,185.14
Total Expenditure from Fund # 610 - WATER FUND	13,658.66
Total Expenditure from Fund # 620 - SEWER FUND	13,667.65
Total Expenditure from Fund # 630 - SOLID WASTE FUND	309.96
Total Expenditure from all Funds	132,186.50



223 W. Wisconsin Avenue
Tomahawk, WI 54487
715-453-1090
director@tomahawkmainstreet.org

Promotions Meetings: *The first Wednesday of the month at 8:30 a.m. Come join us as all are welcome!*

Board of Directors Meetings: *The third Wednesday of the month at 8:30 a.m. Please reach out to Jen if you would like to be on the agenda.*

Board of Directors: *Al Elvins, Char Andreachi, Dawn Genelin, Donna Ahlgrim, Grey Lusty, Jenna Pultz, Jessica Witte, Patti Hilgendorf, Tim Calhoun, Caylie Swan (Jr. Board Member), and Jennifer Turkiewicz (Executive Director)*

DESIGN (getting the downtown into physical shape):

- We have 16 Honor Banners already on hold for 2026; reach out if you would like to reserve one too!
- Garret, the landscape architect, has provided three conceptual designs that the Committee is reviewing for downtown streetscape updates. Final plans are being discussed as to the direction we would like to take, and Garret will then draw up the approved concept for consideration by the city and potential donors.
- A monarch butterfly garden sanctuary is being drawn up for inclusion into the streetscape project.
- The State Historical Society had requested we narrow our verbiage for the Historical Marker down to one story, then focus on the additional stories as side markers; the committee is working to rewrite the narrative for resubmittal. A meeting is scheduled with all parties.
- The "Historic Main Street" street signs are in, and we have submitted our design for the brackets to the city; they have been approved, and we will be ordering the brackets. We hope to do an official launch in spring.
- The benches will remain up through the Halloween weekend, with take-down slated for Monday, November 3; please let Jen know if you would like to help.
- Andy Goretski (Custom Murals) has been working on the welcome sculpture.

ECONOMIC VITALITY (strengthening the downtown economy):

- For Sale
 - Corner Pub - \$260,000.00 via Chris Duckett at Century 21 Best Way Realty
- For Rent
 - The Annex – 2,500 sq. ft. for \$1,900.00/month
 - The Knot Haus Gift Gallery for \$1,000.00/month
- Jen was in the first planning session for the Lincoln County Economic Summit to be held on Tuesday, April 21 in Merrill from 9:00 – 4:330; a "Networking After 5" will follow.

ORGANIZATION (getting everyone working towards the same goal):

- We are working with the WEDC on fundraising and social media training, and our participation will help shape future training efforts across Main Street America.
- We are partnering with Carthage College and their Graphic Design students to create updated marketing materials to share our message.
- "Mondays on Main" morning conversations on WJJQ continue with Jen and a special guest each month talking about the upcoming events and projects "Down on Main Street."
- We have started a monthly conversation on WJMT called "Our Town," broadening our reach to share the wonders that are our community!

PROMOTIONS (selling the image and promise of downtown):

- Current and Upcoming Events
 - Shop Small Saturday: November 29 - Tomahawk Main Street is once again a Neighborhood Champion; as soon as our box of goodies arrives, we will get our businesses some swag to help celebrate the Shop Small movement!
 - Main Street Memories Christmas: Friday, December 12 - Hometown Christmas will host the parade at 5:00 (Snowmen theme), then our portion will begin and include the live window displays (12 Days of Christmas), choirs, s'mores station in the park, and warming pits on N. 3rd Street.
- Updates on Past Events
 - Our last Farmers Market of the year was on Tuesday, October 7th, and we had our wrap-up luncheon on Tuesday, October 14th. We look forward to continuing the market next year with little to no changes; however, we are looking for additional vendors, so please have anyone interested in being a vendor reach out to Jennifer.
 - Thank you to everyone who supported our local farmers, non-profit lunches, and homemade artists.
 - Our third annual Oktoberfest was held on Saturday, October 11, and visitors enjoyed samples of 16 craft beers (including the Golden Keg), ate a variety of German-inspired foods from Trig's, Sideways Wine & Craft Beer, and Outboards Bar and Grill, and dance the night away with The Ultimate Polka Band. Jon W. won the yodeling contest, Kerry Z. won two all-inclusive wristbands to next year's event (courtesy of Dunn Financial) as our Early Bird winner, and Mary M. rolled out the best barrel, taking home \$25.00 in Main Street Money! Pat McLain was our big 50/50 winner as well.
 - We co-hosted Quitting Time/Networking After 5:00 on Wednesday, October 15 at Crossbridge Community Bank, and oh what fun! It was very well attended, and everyone enjoyed beverages, good food, and laughter while mingling with friends and making new acquaintances too.
 - Fall Fest was Saturday, October 25, and it kicked off with costume parade at 10:45 at American Legion with Blu, our Grand Marshall! Downtown businesses offered a variety of treats, and several also hosted activities – pumpkin decorating with Corner Pub and Century 21 Best Way Realty, H&S Hair Tinsel and Tattoo had all our ghouls and boys sparking, HMM Boutique had fun craft kits, Walker's General Store had apple slice stations, Auntie Em's Resale and Consignment hosted our favorite Magician, American Legion built dirt cups, we had a phot op. booth, and Float House Party Rentals had a bounce house and slide!
 - Jen and Char B. participated in the Truck or Treat event on Friday, October 31 – it was our first time joining in, and the Pumpkin Patch Kids had a whole lot of fun!

A FEW REMINDERS

- Remember to check out our website (tomahawkmainstreet.org) and follow Tomahawk Main Street on Facebook and Instagram; all the latest and greatest information is available!
- We also have Tomahawk Main Street Memories Car Show and Tomahawk Main Street Fall Ride Facebook pages!
- We are a Walmart Spark recipient. Round up your change to make a difference in our downtown!
- Main Street Money certificates make great gifts!



Health and Safety Committee

Approval of Operator's (Bartender's) Licenses

Back- Ground Check	One Year	Two Year	Pro- visional	Temp- orary	License #	LastName	FirstName	Effective Date	Expiration Date	Fee
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	929	Cogdal	Kathleen	11/4/2025	6/30/2027	\$0.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	927	Hartwig	Joshua	11/4/2025	6/30/2027	\$0.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	926	Krahn	Lola	11/4/2025	6/30/2027	\$0.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	914	Krueger	Stephanie	9/3/2025	6/30/2027	\$5.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	928	McCullough	Noah	11/4/2025	6/30/2027	\$0.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	925	Olson	Crystal	11/4/2025	6/30/2027	\$0.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	923	Perse	Collin	10/3/2025	6/30/2027	\$0.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	924	Salzman	Anthony	11/4/2025	6/30/2027	\$0.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	776	Severson	Eric	11/4/2025	6/30/2027	\$40.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	715	Warner	Alan	11/4/2025	6/30/2027	\$40.00
										\$85.00

**RESOLUTION AUTHORIZING THE COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF TOMAHAWK, WISCONSIN TO CONVEY CERTAIN REAL ESTATE**

WHEREAS, the City of Tomahawk (the “City”) has authorized the City and the Community Development Authority of the City of Tomahawk, Wisconsin (the “Authority”) empowering the Authority to act on behalf of the City in certain development and redevelopment matters as provided in and subject to the City of Tomahawk, WI Community Development Authority By-Laws and Rules of Procedure (CDA Rules); and

WHEREAS, the Authority, owns certain real estate at 62 Hometown Drive, Tomahawk Wisconsin, more specifically described as Lot 1 of Certified Survey Map No. 2407 recorded on July 24, 2013 as Document No. 503177 parcel # 286-3506-223-0005 (the Property), and

WHEREAS, the Authority has received a Commercial Offer to Purchase (the “Offer”) from Tomahawk Development Group, LLC (the “Buyer”) to purchase the Property; and

WHEREAS, The Offer provides that it is subject to final approval from the CDA & Common Council at the November 4, 2025 meeting; and

WHEREAS, in order for the Authority to close the sale of the Property, the CDA Rules requires specific action taken by the Authority when selling property acquired by the Authority be reviewed and approved by the City Council before such actions are finalized; and

WHEREAS, the Council has reviewed Offer and the recommendation of the Authority to proceed with the sale and believes the transaction is in the best interested of the City of Tomahawk.

NOW, THEREFORE, BE IT RESOLVED, that the City of Tomahawk hereby authorizes and approves the sale of the Property to the Buyer.

BE IT FURTHER RESOLVED, that the Chairperson of the Authority, Roger S Schlegel and Clerk of the Authority, Amanda L. Bartz, respectively, be and are hereby jointly authorized to execute and deliver all documents required to close the sale of the Property to the Buyer, and to negotiate, execute and deliver such other documents and take such actions as they may deem necessary and appropriate and in the best interests of the City in regard to the closing of the sale of the Property to the Buyer, their execution of the same to be conclusive evidence they deemed any such documents and such actions to be necessary, reasonable and appropriate.

BE IT FURTHER RESOLVED that the City of Tomahawk accepts and approves the sales price of \$50,000.00 for the Property, the funds remaining after closing to be deposited in the CDA funds.

FURTHER RESOLVED, that a copy of this resolution may be delivered to the Buyer, the any title insurer or other persons who have an interest in the closing of the sale of the Property or amendment of the Lease.

Passed and approved this 4th day of November, 2025 by the Common Council of the City of Tomahawk.

Mayor Steven E Taskay

Clerk/Treasurer Amanda L. Bartz

CERTIFICATION

The undersigned, being the duly appointed Clerk/Treasurer of the City of Tomahawk, certifies that the foregoing is a true copy of resolution passed by the members of the city council at a duly called meeting on November 4, 2025.

Dated: _____

Amanda L. Bartz, Clerk



Professional Services Agreement

MSA Project Number: 00046085

This AGREEMENT (Agreement) is made effective 10/24/2025 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1230 South Boulevard, Baraboo, WI 53913

Phone: (608) 355-8964

Representative: Brad Stuczynski, PE

Email: bstuczynski@msa-ps.com

CITY OF TOMAHAWK (OWNER)

Address: 23 N 2nd Street, Tomahawk, WI 54487

Phone: 715-453-4040

Representative: Amanda Bartz

Email: abartz@tomahawkwi.gov

Project Name: City of Tomahawk - PFAS Treatment Facility Design

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: 11-1-2025
Approximate Completion Date: 12-31-2026

The lump sum fee for the work is: \$396,000

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF TOMAHAWK

MSA PROFESSIONAL SERVICES, INC.

Steven Taskay

Mayor

Date: _____

Jason Miller, P.E.

Service Line Leader

Date: 10/24/2025

OWNER ATTEST:

Amanda Bartz

Clerk/Treasurer

Date: _____

Brad Stuczynski, P.E.

Project Manager

Date: 10/24/2025

**MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. Termination. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. Betterment. If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

ATTACHMENT A: SCOPE OF SERVICES

Project Description

The proposed project consists of the design of water treatment facilities to address the presence of per- and polyfluoroalkyl substances (PFAS) at the existing Well #4 and Well #5 in the City of Tomahawk, Wisconsin. This includes a new building located adjacent to the existing wells on the same City-owned parcel of land to house the water treatment equipment, as well as connecting watermain from each wellhouse to the new water treatment plant.

The scope of the project is generally described as follows:

- Pilot Testing as required by the Wisconsin Department of Natural Resources (WDNR) to confirm the design parameters for the proposed granular activated carbon (GAC) water treatment system, the effectiveness of PFAS removal by GAC, and expected life of the GAC media. Pilot testing will test up to four media.
- A new building with approximate dimensions of 54 feet long x 48 feet wide x 25 feet tall (ceiling height), to house the new water treatment facilities and the relocated chemical feed system for chlorination. The materials of construction and finishes for the building shall be selected to provide an appearance complimentary to the existing adjacent well buildings. It is assumed that the building will be of split-block masonry exterior wall construction. The foundation shall consist of cast-in-place concrete frost walls and footings, with interior slab-on-grade floor.
- Water Treatment Facilities, including:
 - Granular activated carbon system for the reduction of PFAS concentrations in the water supply. The system is assumed to consist of four (4) 12-foot diameter pressure vessels, with the necessary piping and valves to provide for either vessel to operate in the lead or lag position, and to provide for backwashing of either vessel. The treatment system will be designed for a capacity of up to 1,600 gallons per minute to accommodate pumping of both wells simultaneously.
 - *Final capacity to be determined after evaluation of well pump capacity.*
 - Modifications of the existing liquid chemical feed systems as needed. The finished water piping is planned to return to Wellhouse #4 for chemical injection. The existing liquid chemical feed systems are intended to remain at Well #4.
- Evaluation of existing well pump capacity of both wells when operating with treatment system.
- Natural gas-powered engine-driven electrical generator with automatic transfer switch to standby power for the new Water Treatment Building.
 - An evaluation will be conducted to determine if the existing generator on-site is sufficient to meet the requirements of existing loads and the new treatment building.
- Provide Supervisory Control and Data Acquisition (SCADA) improvements to incorporate the new instrumentation devices into the existing SCADA network.
- Site work to include grading, asphalt driveway to accommodate semi-truck access to the treatment facility, and site restoration.
- Evaluation of the existing lift station capacity to determine if detention tanks are necessary for backwash wastewater.
- Connecting sanitary sewer main for carbon adsorption vessel backwash wastewater.
- Utility services: 3-phase electric, natural gas and telecommunications.

Engineering Services - General

MSA proposes to provide engineering services for the design for a PFAS Treatment Facilities project, in conformance with the standards stipulated by the Engineers Joint Contract Document Committee as published jointly by the American Consulting Engineer Council and the National Society of Professional Engineers. The project is expected to be funded through the Wisconsin Department of Natural Resources Safe Drinking Water Loan Program. The project will be designed to meet the requirements of *Wisconsin Administrative Code NR811 – Requirements for the Operation and Design of Community Water Systems*.

Engineering Scope of Services – Design Phase

- Project administration and general correspondence with City staff and equipment manufacturers.
- Project kick-off meeting with City staff including site visits to existing water system facilities.
- Meetings with City staff to review design progress and seek City input. Three (3) meetings assumed at 30%, 60% and 90% design progress.
- Develop protocol for pilot testing utilizing three granular activated carbon media and one anion exchange resin and submit plan to Wisconsin Department of Natural Resources (WDNR) for review.
- Assist with water sampling, evaluate results, prepare report summarizing pilot test data and conclusions for submittal to WDNR. See below for assumptions regarding pilot testing.
- Coordinate geotechnical investigation to perform geotechnical investigation and develop report for inclusion in project specifications.
 - **Firm to be hired directly by City – see estimated cost below.**
- Utility coordination for new electric and natural gas services.
- Topographic survey of Wells #4 and #5 site, including the proposed sanitary sewer route between the Water Treatment Plant and the existing lift station.
- Prepare plans and specifications for DNR submittal of water treatment facilities including design of the following:
 - Scope and requirements for removal of existing equipment.
 - Site Plan to include erosion control devices, grading, new asphalt driveway, and turf restoration.
 - Architectural and structural design for building and foundation, including review of applicable building codes and identification of local building permit requirements. The building shall consist of a room which contains the water treatment equipment, and one room for electrical equipment. Service doors will be provided as needed for access and maintenance.
 - Building heating, ventilation and plumbing.
 - Building electrical and lighting.
 - Submittal of structural, architectural, and HVAC plan to Wisconsin Department of Safety and Professional Services (DSPS) as required, including submittal fee.
 - Design of pressurized granular activated carbon for per- and polyfluoroalkyl substances (PFAS) reduction in the water from Well #4 and Well #5, including four (4) 12-foot diameter vessels with face piping and valves necessary to operate the vessel pairs in series, with either vessel pair in the lead position. Backwashing of the vessels is to be done utilizing water from the distribution system.
 - Design of buried water main connecting the existing on-site water main to the new treatment facilities.

- Design for modification of the existing liquid chemical feed systems (dose rates and injection locations) at Wellhouse #4 as needed to accommodate post-filter chemical feed injection. This includes preparation of required DNR Submittal Checklists.
- Electrical design including new electric service, SCADA improvements to monitor new instrumentation devices, standby generator (if needed), process instrumentation and control and power distribution.
- Design of sanitary sewer main for disposal of granular activated carbon vessel backwash wastewater to the existing sanitary sewer lift station.
- Prepare construction cost estimates.
- Prepare Engineering Design Report.
- Prepare and submit request for Construction Authorization to the Wisconsin Public Service Commission on behalf of the City.
- Submit plans, specifications, Engineering Design Report, and required WDNR Submittal Checklists to the WDNR Public Water Engineering Section for review.
- Submit application for sanitary sewer extension to WDNR Wastewater Section for Review.
- Respond to review comments from review agencies.
- Project administration.
- Internal project management.
- Quality Assurance/Quality Control (QA/QC) reviews, including services of CDM-Smith as a subconsultant.
- Mileage, copies, postage, UPS.

Pilot Testing Assumptions:

- The water from City of Tomahawk Well #4 will be treated for PFAS removal during the pilot. The water will be treated near the well head before any chemical addition to the water.
- The primary contaminant of concern is PFOS.
- Three different GAC compounds and one anion exchange media will be tested using water from Well #1. A total of four columns will be tested.
- City Staff shall be responsible for:
 - Contracting with a vendor to provide pilot equipment and training. – *See estimated cost below.*
 - Procuring the appropriate sampling supplies/equipment, performing the water collection in accordance with vendor-provided guidance, and making payment to laboratory for water quality testing. – *See estimated cost below.*
 - Operating Well #1 so that it typically runs twice daily in order to replenish the storage tanks for 24/7 pilot operation.
- Upon completion of the study, Owner to package pilot equipment and dispose of media.
- The duration of the pilot test is expected to last up to 12 months.

Additional Services - Not Included in this Contract

The following additional services are not included in the Scope of Basic Services, but are available at standard billing rates upon request:

- Bidding phase related services including final bid documents
- Construction phase related services
- Wisconsin PSC water utility rate case assistance
- Publishing costs for public notices (including Advertisement for Bids)
- Services associated with improvements to the existing water facilities including SCADA control panels, process mechanical, building, HVAC and/or plumbing.
- Additional meetings
- Sewer and/or Water System Map updates
- WDNR construction site stormwater management permit application and submittal fee (not expected to be required)
- WDNR high capacity well permit application and submittal fee (not expected to be required)
- Property boundary surveys (not expected to be required)
- Land acquisition services (not expected to be required)
- Corrosion control treatment optimization studies (not expected to be required)
- Radio path surveys (not expected to be required)
- 2025 Safe Drinking Water Loan Program (SDWLP) Funding Application
 - **Cost is \$14,000 and will be a separate MSA contract**

Owner to Provide:

- Provide historic water quality samples, water system reports, plans and specifications for water system facilities
- Water quality sampling and laboratory testing of additional water quality parameters as recommended
- Provide access to existing water system facilities
- Payment to state certified laboratory for sampling done as part of pilot testing
 - MSA to provide list of samples and schedule of sampling times
 - **Estimated cost is \$40,000**
- Payment to vendor for pilot testing
 - MSA to solicit quotes and provide recommended firm
 - **Estimated cost is \$40,000**
- Payment to firm for geotechnical investigation
 - MSA to solicit quotes and provide recommended firm
 - **Estimated cost is \$7,5000**

Summary of Proposed Costs:

Description	Pay To	Amount
Design and Permitting	MSA	\$ 396,000
SDWL Funding Application	MSA	\$ 14,000
Geotech	TBD	\$ 7,500
Pilot Testing	TBD	\$ 40,000
Pilot Testing - Lab Samples	TBD	\$ 40,000
TOTAL		\$ 487,500

CONTRACT FOR

Assessment

of

Real Property

in the

City of Tomahawk, Lincoln County, Wisconsin

RETURN SIGNED COPY TO:

Michael Schnautz Assessments

Mike Schnautz

P.O. Box 328

Winter, WI. 54896

ASSESSMENT CONTRACT

THIS AGREEMENT by and between Michael Schnautz Assessments- Mike Schnautz, hereinafter known as the "Assessor" and the City of Tomahawk, Lincoln County, Wisconsin, hereinafter known as the "Municipality".

WITNESSETH: The Assessor and Municipality for the consideration stated herein agree as follows:

SCOPE OF WORK: The assessor, having become familiar with the local conditions affecting the cost of the work, and the Standard Specifications and Addenda for assessment of Real and Personal Property in the State of Wisconsin pursuant to Chapter 70, Wisconsin Statutes hereby agrees to perform the duties required Maintain and revalue the real and personal property in the Municipality as of January 1st 2026 to December 31st 2027 in the terms of this contract and in accordance with applicable Wisconsin Statutes and this contract. The Assessor shall perform all other assessment duties required by the State of Wisconsin until the expiration of this contract.

-2026 and 2027 will be maintenance work. Board of Review Spring of each year.

-Market Drive Software will be used in all work possible.

-All work entered in Market Drive database, pictures of all major buildings and foot prints of all dwellings.

WORKERS COMPENSATION: Assessor represents that It is covered by its individual Worker's Compensation policy, and therefore is not subject to any Worker's Compensation benefits through any applicable City of Tomahawk insurance policy. Likewise, Assessor represents that it is covered through its individual business liability insurance and therefore has no benefits under any applicable City of Tomahawk insurance policy. Assessor agrees that it will carry its individual Worker's Compensation insurance and business liability insurance policies during the entire period of the contract with no reduction of coverage unless authorized by the City of Tomahawk in writing.

COMPENSATION: The Municipality shall pay the Assessor as follows:

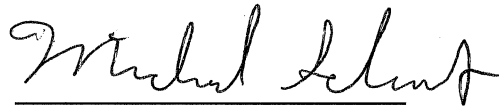
2026 - \$23,000 * 2027 - \$24,000. Payments will be 25% due on January 15, 25% due on April 15, 25% due on July 15, and the final 25% due on October 15 of each contract year. The contract amounts include any anticipated increases in postage, fuel, insurance and other related expenses that the Assessor will need to pay for.

ASSESSMENT RECORDS: It is understood that all assessment records and support data remain the property of the City of Tomahawk. Upon termination of this contract, all records, including computer files shall be turned over to the Municipality in a timely fashion.

TERMINATION OF CONTRACT: Upon 60 days written notice, this contract may be terminated for unsatisfactory performance. The Clerk-Treasurer shall communicate potential problems with the Assessor's performance to Michael Schnautz Assessments on a timely basis and work with the Assessor to resolve any problems.

TERM OF CONTRACT: This contract is in effect as of the date all signatures are obtained below and expires on December 31, 2027.

SUBMITTED this 29th day of October, 2025



Mike Schnautz
WI Certified Assessor
Cert# WI41148CA

Acceptance by Municipality:

The above agreement and terms are hereby accepted this ____ day of _____, 2025.

By: _____
Mayor, City of Tomahawk

Attest: _____
Clerk, City of Tomahawk