

February 3, 2026
5:30PMCity Hall, Council Chambers
23 N 2nd St**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"

**COUNCIL
MEMBERS**

STEVEN E TASKAY
MAYOR
TERM EXP. 2026
PRESIDING OFFICER

MICKEY LOKA
TERM EXP. 2025

PATRICIA E. HASKIN
TERM EXP. 2026

ROBERT SOWARD
APPOINTED UNTIL 2026
TERM EXP. 2027

JEFF KAHLE
TERM EXP. 2028
PRESIDENT

DALE ERNST
TERM EXP. 2026

WILL GARSKE
TERM EXP. 2027

MIKE LOKA
TERM EXP. 2027

VACANT
TERM EXP. 2028

STEVE "DING" BARTZ
TERM EXP. 2026

- 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 Meeting(s):**
 - 1. January 6, 2026 (page 3)
 - 2. January 14, 2026 (page 5)
- F. **Approval of Checks and Vouchers**
General Fund account checks 118638 to 118759 and 10 electronic payments in the amount of \$1,636,582.97 and payroll checks 53475 – 53552 and direct deposit checks V15431– V15524 in the amount of \$136,206.70 (page 6)
- 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.

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 License(s) (page 17)
2. Tomahawk Main Street, Inc. Wine Walk – May 8, 2026 (page 18)
3. Tomahawk Main Street Memories Car Show – May 24, 2026 (page 20)
4. Tomahawk Main Street Farmer’s Market – Tuesdays June through October (page 21)
5. Tomahawk Main Street Mania – August 13-15, 2026 (page 22)
6. Tomahawk Main Street Oktoberfest – October 10, 2026(page 23)
7. Tomahawk Main Street Memories Christmas – December 11, 2026 (page 24)

I. **Other Business**

1. MSA Professional Service Agreement – 2026 Safe Drinking Water Application (page 30)

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

1. March 3, 2026
2. Set Date and Time of Levy Referendum Public Information Meetings

K. **Adjournment**

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Common Council
City of Tomahawk, City Council Chambers
23 N 2nd St, Tomahawk, WI 54487
January 6, 2026 at 5:30 p.m.

Call to Order: Mayor Steven Takay called the Common Council to order at 5:30 p.m.

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

Also in attendance were Clerk/Treasurer Amanda L. Bartz, Water Leadsperson Glenn Hanna, Police Sargent Matt Gorrel, Library Director Heidi O’Hare, Michael “Hob” Habeck, Jeffrey Koth, Sara Guild with Lincoln County Economic Development Corporation, Grace Kluchka with MSA Professional Services (virtual), and Zach Gardner with WJJQ Radio (virtual).

Pledge of Allegiance: Mayor Taskay led the Council in the Pledge of Allegiance.

Public Comments: There were no public comments.

Minutes of Previous Meeting(s): Mike LOKA to approve the minutes from the December 9, 2025 meeting and GARSKE seconded. The VOTE was unanimous.

Approval of Checks and Vouchers: Mickey LOKA MOVED to approve General Fund account checks 118464 to 118637 and 13 electronic payments in the amount of \$305,819.53 and payroll checks 53479 – 53534 and direct deposit checks V15349– V15430 in the amount of \$151,816.54. GARSKE seconded. The VOTE was unanimous.

Reports:

Planning and Zoning Commission: Planning and Zoning Commission has not met since the last Council meeting.

Board of Public Works: Nick Rosenmeier gave a written report. HANNA stated that there was a power failure at the Deer Park Lift Station causing a surge in power and the pumps were down from 6:00 p.m. to 3:00 p.m. the next day.

Health and Safety Committee: GARSKE reported that the Committee met on December 30, 2025 and all the items discussed are on the agenda for review.

Finance Committee: Mickey LOKA reported that the Finance Committee met on December 30, 2025 and all items are on the agenda.

Park and Recreations Committee: KAHLE reported that the Park and Recreations Committee has not met since the last meeting but will be meeting January 13, 2026.

Library Board: O’HARE reported that they are applying for Nation Wide Celebration grants to support programing. She also reported that they are working on spending the funds received as donations.

1 Mayor's Report: The Mayor reported that he will not be seeking re-election this spring.

2
3 Tomahawk Main Street, Inc. (TMS): The Council reviewed the written report by TMS.

4
5 Lincoln County Economic Development Corporation (LCEDC): Sara Guild, Executive Director,
6 addressed the Council. She stated that LCEDC is in the first year of their strategic plan. Guild
7 reviewed the plan with the Council, reviewing all of the goals. She stated that in the past year she
8 was contacted by 19 potential businesses. She stated that 5 of them have already started
9 businesses with 2 of them in Tomahawk.

10
11 Guild stated that they are working on the Economic Summit on April 28, 2026. She stated that this
12 year will be in Merrill, switched every other year.

13
14 Guild also reported that in the next 3-5 years they will be moving out of the Lincoln County Service
15 Center. She stated that the Board would like to be more visible.

16
17 **License and Permits:**

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

20
21 Liquor Licenses: Mike LOKA MOVED to approve the new liquor licenses for Floyd's Tavern and
22 Shorthorns Bar, GARSKE seconded. The VOTE was unanimous.

23
24 Special Event Friends of Lake Mohawk Fire and Ice Bon Fire on January 31, 2026: GARSKE MOVED
25 to approve the application of the event and Mike LOKA seconded. The VOTE was unanimous.

26
27 **Other Business:**

28 PFAS Treatment Facility Geotechnical Proposals: HANNA stated that two proposals were received
29 and the lowest bid was for American Engineering Testing for \$7,280.00. GARSKE MOVED to
30 approve the proposal and HASKIN seconded. The VOTE was unanimous.

31
32 **Set Time and Date of Next meeting:** The next regular meeting of the Common Council is
33 scheduled for February 3, 2026, at City Hall, Council Chambers at 5:30 p.m.

34
35 **Adjournment:** HASKIN MOVED to adjourn the meeting of Common Council and Mike LOKA
36 seconded. The VOTE was unanimous. The meeting was adjourned at 5:57 p.m.

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38 Approved: _____

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Steven E. Taskay, Mayor

Amanda L. Bartz, Clerk/Treasurer

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Common Council
City of Tomahawk, City Council Chambers
23 N 2nd St, Tomahawk, WI 54487
January 14, 2026 at 5:30 p.m.

Call to Order: Mayor Steve Taskay called the Common Council to order at 5:31 p.m.

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

Also in attendance were Clerk/Treasurer Amanda L. Bartz, Street Leadsperson Nick Rosenmeier, Deputy Clerk Miranda Swenty, Jeffrey Koth, Michael “Hob” Habeck, Zach Garner from WJJQ Radio and Jalen Maki from the Tomahawk Leader (virtual).

Pledge of Allegiance: TASKAY led the Council in the Pledge of Allegiance.

Public Comments: There were no public comments.

Resolutions:

A resolution to Exceed the Stare Imposed Levy Limit: Mike LOKA MOVED to adopt the resolution and presented and KAHLE seconded.

Clerk BARTZ asked for any suggestions on the information sheet included in the packet.

BARTZ stated that we should invite our representatives to the informational meetings.

The VOTE was unanimous.

Ordinances:

2026 Salary Ordinance: HASKIN MOVED to adopt the ordinance and Mike LOKA seconded. The VOTE was unanimous.

Set Time and Date of Next meeting: The next regular meeting of the Common Council is scheduled for February 3, 2026, at City Hall, Council Chambers at 5:30 p.m.

Adjournment: GARSKE MOVED to adjourn the meeting of Common Council and HASKIN seconded. The VOTE was unanimous. The meeting was adjourned at 4:36 p.m.

Approved: _____

Steven E. Taskay, Mayor

Amanda L. Bartz, Clerk/Treasurer

Crossbridge - General Fund Checking

ALL Checks

Posted From: 12/21/2025 From Account:
Thru: 1/20/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
EFPTS	1/09/2026	EFTPS - Federal Taxes	3,513.57
EFTPS	12/31/2025	EFTPS - Federal Taxes	16,519.52
EFTPS	1/09/2026	EFTPS - Federal Taxes	3,166.88
118638	12/22/2025	Anderson, Daniel	3,000.00
118639	12/26/2025	ABEDNEGO Fire Protection, LLC	500.00
118640	12/26/2025	City of Tomahawk (Utilities)	406.55
118641	12/26/2025	Cottrell, Mark	324.62
118642	12/26/2025	Draeger, James	276.42
118643	12/26/2025	Haven Inc	3,000.00
118644	12/26/2025	Picl, Ryan	163.30
118645	12/26/2025	RAY, THEODORE	228.48
118646	12/26/2025	Vacho, Travis	150.00
118647	12/26/2025	WRYCHA, BRYAN	528.07
118648	12/26/2025	ZOROMSKI, CLINT	174.65
118649	12/31/2025	Amazon Capital Services	300.72
118650	12/31/2025	Anderson, Daniel	132.68
118651	12/31/2025	Auto Owner's Life Insurance	45.62
118652	12/31/2025	Bumper to Bumper	6.19
118653	12/31/2025	Calhoun, Lonny	416.10
118654	12/31/2025	Carlson, Katie	234.50
118655	12/31/2025	Cengage Group	254.15
118656	12/31/2025	Charter Communications	289.29
118657	12/31/2025	Charter Communications	287.35
118658	12/31/2025	Charter Communications	199.95
118659	12/31/2025	City of Merrill	570.00
118660	12/31/2025	City of Tomahawk (Utilities)	426.29
118661	12/31/2025	Collaborative Summer Library Program	445.05
118662	12/31/2025	EO Johnson Company	204.00
118663	12/31/2025	FP Mailing Solutions	117.11
118664	12/31/2025	Frontier	439.10
118665	12/31/2025	Heavenly Clean	280.00
118666	12/31/2025	Hilgy's LP Gas	66.00
118667	12/31/2025	Ingram Library Services	49.45

Crossbridge - General Fund Checking

ALL Checks

Posted From: 12/21/2025 From Account:
 Thru: 1/20/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
118668	12/31/2025	Jefferson Fire & Safety, Inc	560.00
118669	12/31/2025	Kostroski, Kenneth	23.25
118670	12/31/2025	L&S Truck Service Inc	78.44
118671	12/31/2025	LASER INNOVATIONS, INC	250.25
118672	12/31/2025	Lund, Justin	369.40
118673	12/31/2025	Micromarketing LLC	130.97
118674	12/31/2025	Miller, Annette	13.65
118675	12/31/2025	Multi Media Channels, LLC	108.00
118676	12/31/2025	Napa Auto Parts	5.99
118677	12/31/2025	Northway Communications Inc	105.00
118678	12/31/2025	Quill Corporation	101.56
118679	12/31/2025	Rhyme Business Products	362.75
118680	12/31/2025	Spencer, Jessica	144.52
118681	12/31/2025	State of Wisconsin (DOA)	600.00
118682	12/31/2025	Technology Management	1,891.50
118683	12/31/2025	Victory Janitorial Inc	63.98
118684	12/31/2025	Victory Janitorial Inc	347.87
118685	12/31/2025	VIKING ELECTRIC SUPPLY	637.93
118686	12/31/2025	Aflac	820.62
118687	12/31/2025	Chase's C-Stores	5,303.02
118688	12/31/2025	Diversified Benefit Services, Inc.	278.68
118689	12/31/2025	Kehlhofer, Brian	358.57
118690	12/31/2025	Kwik Trip	907.71
118691	12/31/2025	Medford Cooperative	1,419.33
118692	12/31/2025	Qualheim's True Value 22645	58.97
118693	1/09/2026	Aflac	820.62
118694	1/09/2026	Aflac Dental and Vision	212.94
118695	1/09/2026	Arnott, Daniel & Kimberly	169.62
118696	1/09/2026	Barttelt, Erik	170.74
118697	1/09/2026	Bucheger, Thomas	144.85
118698	1/09/2026	Business Insurance Group	49,238.50
118699	1/09/2026	Charter Communications	203.14
118700	1/09/2026	City of Tomahawk (Utilities)	341.61

Crossbridge - General Fund Checking

ALL Checks

Posted From: 12/21/2025 From Account:
 Thru: 1/20/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
118701	1/09/2026	Elvins, Al	750.00
118702	1/09/2026	FP Mailing Solutions	116.95
118703	1/09/2026	Frostman, Matthew	750.00
118704	1/09/2026	Gorell, Amber	700.00
118705	1/09/2026	Gorell, Matthew	750.00
118706	1/09/2026	Greenfeather Nineteen, LLC	2,806.97
118707	1/09/2026	Grit	46.95
118708	1/09/2026	Hand, Rachel	2,049.58
118709	1/09/2026	Hilgy's LP Gas	132.00
118710	1/09/2026	Hilgy's LP Gas	387.25
118711	1/09/2026	Ingram Library Services	89.88
118712	1/09/2026	Ingram Library Services	360.11
118713	1/09/2026	Krich, Michael	750.00
118714	1/09/2026	Lange, Shannon	77.57
118715	1/09/2026	Michael Schnautz Assessments	5,750.00
118716	1/09/2026	Micromarketing LLC	85.99
118717	1/09/2026	Napa Auto Parts	7.38
118718	1/09/2026	Northway Communications Inc	105.00
118719	1/09/2026	Novotny Diesel Asylum LLC	1,885.00
118720	1/09/2026	O'Reilly Automotive Inc	56.46
118721	1/09/2026	Picl, Ryan	750.00
118722	1/09/2026	Republic Services #645	2,814.50
118723	1/09/2026	Richson, Roxanne	164.65
118724	1/09/2026	Schierl Tire and Service	100.00
118725	1/09/2026	Seymour, Keith	1,866.43
118726	1/09/2026	Susa, Brett	750.00
118727	1/09/2026	Technology Management	57.50
118728	1/09/2026	Tomahawk Area Fire Prevention	750.00
118729	1/09/2026	Trig's	262.89
118730	1/09/2026	Trig's	81.20
118731	1/09/2026	Viegut's Do-It Express	179.03
118732	1/09/2026	Watruba, Alysia	750.00
118733	1/09/2026	White, John	750.00

Crossbridge - General Fund Checking

ALL Checks

Posted From: 12/21/2025 From Account:
Thru: 1/20/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
118734	1/09/2026	WJJQ RADIO STATION-ALBERT BROADCASTING INC.	600.00
118735	1/09/2026	Workhorse Software Services LLC	5,975.00
118736	1/12/2026	City of Tomahawk (Utilities)	25.06
118737	1/12/2026	Lincoln County Treasurer	555,839.98
118738	1/12/2026	Nicolet Technical College	18,140.36
118739	1/12/2026	SCHOOL DISTRICT OF TOMAHAWK	755,353.23
118740	1/13/2026	Glatfelter Specialty Benefits/VFS	14,568.56
118741	1/13/2026	Kwik Trip	1,547.90
118742	1/16/2026	Amazon Capital Services	19.99
118743	1/16/2026	Amazon Capital Services	66.49
118744	1/16/2026	Aspirus Medical Group, Inc	335.00
118745	1/16/2026	AT&T Mobility	236.53
118746	1/16/2026	Auto Owner's Life Insurance	14.97
118747	1/16/2026	Charter Communications	493.18
118748	1/16/2026	City of Tomahawk (Utilities)	473.03
118749	1/16/2026	Hetzel Plumbing and Heating Inc	39.50
118750	1/16/2026	QUALITY TITLE, INC	6,000.00
118751	1/16/2026	Republic Services #645	182.31
118752	1/16/2026	Republic Services #645	1,766.82
118753	1/16/2026	Schoone, Gregory	1,000.00
118754	1/16/2026	Security Health Plan	82,636.20
118755	1/16/2026	Technology Management	6,320.50
118756	1/16/2026	Tomahawk Fire Department	8,649.70
118757	1/16/2026	TOWN OF WILSON - TREASURUER	4,589.31
118758	1/16/2026	WEBSTER, MASON	150.00
118759	1/16/2026	WI Department of Transportation	5,538.81
Amazon	1/16/2026	Amazon Capital Services	1,279.80
VESTIS	1/09/2026	Vestis	119.76
VESTIS	1/09/2026	Vestis	372.00
EMPOWER	12/31/2025	Empower	1,637.66
Taxw/held	12/31/2025	State Withholding	2,861.94
Retirement	12/27/2025	Wisconsin Dept of Employee Trust Funds	29,846.50
BusTaxRegist	12/31/2025	State Withholding	10.00

1/23/2026

2:42 PM

Reprint Check Register - Quick Report - ALL

Page: 5
ACCT

Crossbridge - General Fund Checking

ALL Checks

Posted From: 12/21/2025

From Account:

Thru: 1/20/2026

Thru Account:

Check Nbr	Check Date	Payee	Amount
			Grand Total
			1,636,582.97

Crossbridge - General Fund Checking

ALL Checks

Posted From: 12/21/2025 From Account:
Thru: 1/20/2026 Thru Account:

	Amount
Total Expenditure from Fund # 100 - General Fund	1,618,076.53
Total Expenditure from Fund # 210 - Library Fund	12,797.06
Total Expenditure from Fund # 240 - CAPITAL PROJECTS FUND	5,709.38
Total Expenditure from all Funds	1,636,582.97

Crossbridge - Payroll

ALL Checks

Posted From: 12/21/2025 From Account:
Thru: 1/20/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
53475	11/14/2025	SHORE, DIANA	112.85
53535	12/12/2025	Espeseth, Jonathon	153.56
53536	12/26/2025	Borem, Steven	1,714.01
53537	12/26/2025	Ernst, Robert	1,659.74
53538	12/26/2025	Lintereur, Zephyr	45.03
53539	12/26/2025	Kahle, Jeffrey	507.92
53540	1/09/2026	Borem, Steven	1,699.48
53541	1/09/2026	Ernst, Robert	1,660.38
53542	1/09/2026	Lintereur, Zephyr	45.03
53543	1/09/2026	Canning, David	855.02
53544	1/09/2026	Caylor, Robert	855.02
53545	1/09/2026	Galloy, David	1,492.79
53546	1/09/2026	Knudson, Riley	1,013.41
53547	1/09/2026	Kruger, Kevin	1,282.75
53548	1/09/2026	Loka, Steve	1,359.08
53549	1/09/2026	Morren, Ronald	1,089.71
53550	1/09/2026	Randall, Taylor	1,287.11
53551	1/09/2026	Von Schader, Mark	915.95
53552	1/09/2026	Young, Nick	1,415.52
V15431	12/26/2025	Bartz, Amanda	1,779.00
V15432	12/26/2025	Becker, Betty	116.36
V15433	12/26/2025	Brandt, Victoria	637.59
V15434	12/26/2025	Calhoun, Jesse	1,585.74
V15435	12/26/2025	Dotter, Derek	1,674.72
V15436	12/26/2025	Elvins, Alfred	2,286.80
V15437	12/26/2025	Espeseth, Jonathon	1,708.17
V15438	12/26/2025	Frostman, Matthew	1,648.74
V15439	12/26/2025	Gorell, Matthew	2,217.01
V15440	12/26/2025	Hanna, Glenn	1,659.01
V15441	12/26/2025	Haring, Andrew	949.11
V15442	12/26/2025	Johnson, Brianna	166.23
V15443	12/26/2025	Krich, Michael D	1,978.95
V15444	12/26/2025	Lane, Russel	1,819.36

Crossbridge - Payroll

ALL Checks

Posted From: 12/21/2025 From Account:
 Thru: 1/20/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
V15445	12/26/2025	Losey, Chad	546.85
V15446	12/26/2025	Miller, Annette	1,204.15
V15447	12/26/2025	O'Hare, Heidi	1,510.65
V15448	12/26/2025	O'Neill, Megan	221.64
V15449	12/26/2025	Pagenkopf, Peggy	243.80
V15450	12/26/2025	Pankow, Charles	1,719.73
V15451	12/26/2025	Picl, Ryan	1,834.44
V15452	12/26/2025	Pleau, Raen	737.38
V15453	12/26/2025	Puestow, Allison	1,223.48
V15454	12/26/2025	Richson, Roxanne	643.79
V15455	12/26/2025	Rosenmeier, Nicholas	1,710.88
V15456	12/26/2025	Scherer, Roni Kay	0.00
V15457	12/26/2025	Sherman, Abbey	1,751.67
V15458	12/26/2025	Sherman, Zachary	1,611.75
V15459	12/26/2025	Shore, Diana	375.81
V15460	12/26/2025	Susa, Brett	2,054.83
V15461	12/26/2025	Sutton, Bonnie	557.13
V15462	12/26/2025	Swenty, Miranda Jean	1,417.18
V15463	12/26/2025	Taskay, Steven	188.11
V15464	12/26/2025	Thiemer, Richard	1,925.92
V15465	12/26/2025	Vacho, Travis	1,609.79
V15466	12/26/2025	Watruba, Alysia	1,720.39
V15467	12/26/2025	Webster, Mason	1,595.24
V15468	12/26/2025	Wegener, Tadd	461.75
V15469	12/26/2025	White, John	1,987.89
V15470	12/26/2025	Zelton, Mary Kay	271.76
V15471	1/09/2026	Bartz, Amanda	1,780.66
V15472	1/09/2026	Becker, Betty	100.66
V15473	1/09/2026	Brandt, Victoria	698.99
V15474	1/09/2026	Calhoun, Jesse	1,364.40
V15475	1/09/2026	Dotter, Derek	1,568.41
V15476	1/09/2026	Elvins, Alfred	2,155.60
V15477	1/09/2026	Espeseth, Jonathon	1,985.16

Crossbridge - Payroll

ALL Checks

Posted From: 12/21/2025 From Account:
 Thru: 1/20/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
V15478	1/09/2026	Frostman, Matthew	1,657.38
V15479	1/09/2026	Gorell, Matthew	2,225.78
V15480	1/09/2026	Hanna, Glenn	2,841.41
V15481	1/09/2026	Haring, Andrew	930.40
V15482	1/09/2026	Johnson, Brianna	121.91
V15483	1/09/2026	Krich, Michael D	2,177.99
V15484	1/09/2026	Lane, Russell	1,670.59
V15485	1/09/2026	Losey, Chad	219.10
V15486	1/09/2026	Miller, Annette	1,180.05
V15487	1/09/2026	O'Hare, Heidi	1,510.06
V15488	1/09/2026	O'Neill, Megan	116.36
V15489	1/09/2026	Pagenkopf, Peggy	228.45
V15490	1/09/2026	Pankow, Charles	1,603.06
V15491	1/09/2026	Picl, Ryan	1,850.41
V15492	1/09/2026	Pleau, Raen	996.45
V15493	1/09/2026	Puestow, Allison	1,236.18
V15494	1/09/2026	Richson, Roxanne	641.93
V15495	1/09/2026	Rosenmeier, Nicholas	1,783.31
V15496	1/09/2026	Scherer, Roni Kay	0.00
V15497	1/09/2026	Sherman, Abbey	1,752.28
V15498	1/09/2026	Sherman, Zachary	2,002.08
V15499	1/09/2026	Shore, Diana	241.48
V15500	1/09/2026	Susa, Brett	2,039.78
V15501	1/09/2026	Sutton, Bonnie	503.03
V15502	1/09/2026	Swenty, Miranda Jean	1,413.31
V15503	1/09/2026	Taskay, Steven	188.11
V15504	1/09/2026	Vacho, Travis	1,732.34
V15505	1/09/2026	Watruba, Alysia	1,696.55
V15506	1/09/2026	Webster, Mason	1,715.15
V15507	1/09/2026	White, John	2,027.40
V15508	1/09/2026	Zelton, Mary Kay	106.91
V15509	1/09/2026	Budzynski, Jevin	846.72
V15510	1/09/2026	Espeseth, Jonathon	871.61

Crossbridge - Payroll

ALL Checks

Posted From: 12/21/2025 From Account:
Thru: 1/20/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
V15511	1/09/2026	Haenel, Justin	903.75
V15512	1/09/2026	Kind, Kevin	1,720.05
V15513	1/09/2026	Lobermeier, Jacob	952.49
V15514	1/09/2026	Loka, Michael	1,174.72
V15515	1/09/2026	Loka, Michael	1,184.01
V15516	1/09/2026	Lueck, John	1,244.93
V15517	1/09/2026	Nieman, Melissa	1,388.46
V15518	1/09/2026	Oelke, Montgomery	1,184.70
V15519	1/09/2026	Oelke, Stetson	1,482.22
V15520	1/09/2026	Picl, Ryan	746.87
V15521	1/09/2026	Powers, Kyle	1,585.60
V15522	1/09/2026	Powers, Lance	1,106.46
V15523	1/09/2026	Winter, Paul	1,370.01
V15524	1/09/2026	Thiemer, Richard	1,863.82
Grand Total			136,206.70

Crossbridge - Payroll

ALL Checks

Posted From: 12/21/2025 From Account:
Thru: 1/20/2026 Thru Account:

	Amount
Total Expenditure from Fund # 100 - General Fund	89,889.29
Total Expenditure from Fund # 210 - Library Fund	17,829.89
Total Expenditure from Fund # 610 - WATER FUND	11,956.02
Total Expenditure from Fund # 620 - SEWER FUND	16,531.50
Total Expenditure from all Funds	136,206.70

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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	932	Esselstrom	Justin	2/3/2026	6/30/2027	\$0.00
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	933	McCrary	Charles	2/3/2026	6/30/2027	\$0.00
										\$0.00

Tomahawk Main Street Wine Walk

May 8, 2026 from 4:00 p.m. - 8:00 p.m.

Wine walk with food tasting at participating business. May include food vendors on the vacant lot on the northeast corner of Wisconsin Avenue and 3rd Street or in the parking lot of Tomahawk Tattoo & Tan and Auntie Em's.

EVENT INFORMATION

Sponsor: Tomahawk Main Street, Inc.

Location: W Wisconsin Av, from 4th Street to Railway St

Estimated Attendance: 250 (Total tickets sold)

1. EVENT INFORMATION AND SITE LAYOUT

- May 8, 2026
 - 10:00am to 4:00pm – Set Up
 - 4:00 to 8:00 p.m. – Wine Walk
 - 7:00 to 9:00pm – Clean up

2. RESERVATIONS

- No reservations are required for this event.

3. GARAGE COLLECTIONS

- Private businesses will provide garages prior to exiting each location. City staff will check on receptacle the morning of the event and the morning after the event.

4. RESTROOMS

- Participating business will allow for bathroom facilities.

5. PARKING

- Participants will use Wisconsin Av, side streets, and the municipal parking lot for this event.

6. OPEN INTOXICANT

- May 8, 2026 from 4:00 p.m. to 8:00 p.m. on Wisconsin Ave (alley to alley) from 4th Street to Railway Street

7. APPROVAL

- This application was presented to the Health and Safety Committee on January 27, 2026. The Committee approved/denied the application with the following conditions:

○

-
- This application was presented to the Common Council on February 3, 2026. The Council approved/denied the application with the following conditions:

○

Tomahawk Main Street, Inc.

Wine Walk

Event Charges - Sponsor	Quantity	Rate	Total	Notes
<i>Paid by event sponsor to the City</i>				
Application Fee	1.00	25.00	25.00	
Temp Class B License	1.00	10.00	10.00	
Barricades	-	1.00	-	
Picnic Tables	-	2.00	-	
Waste Disposal Cans	-	2.00	-	
Electrical Service	-	25.00	-	\$25 per day/per panel
Total Charges			35.00	

Expenses - City	ESTIMATE			Notes
Personnel	Quantity	Rate	Total	
Review Time	1	25.00	25.00	
Leadperson	-	61.36	-	
Crewperson III	1.0	57.55	57.55	
Parks LTE	-	19.95	-	
Overtime	-	86.33	-	
Parks Sumer Intern	-	12.19	-	
Police Officer	-	66.25	-	

Overtime rates are 1.5 times the rates listed above.

Equipment	Quantity	Rate	Total	Notes
Loader	-	59.20	-	
Dump Truck	-	68.86	-	
Clam Truck	-	58.98	-	
Pick Up Truck	1	18.12	18.12	
Diamond Groomer	-	28.80	-	
Squad Car	-	20.00	-	

Materials	Quantity	Rate	Total	Notes
Gravel	-	5.17	-	
Dumpster - Garbage	-	35.87	-	Contractor & Landfill
Dumpster - Recycling	-	15.50	-	Contractor Pickup Fee
Can Liners (96 Gal)	-	0.50	-	
Total Estimated Costs			100.67	

Net Cost to the City	65.67
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Assets Provided by the City	Quantity
Barricades	0
No Parking Signs	0
Waste Containers	0
Picnic Tables	0
Port-A-Potties	0
Electrical Pannels	0

Tomahawk Main Street Memories Car Show

May 24, 2026 from 7:00 a.m. - 5:00 p.m.

Car show with craft, food vendors and family activities.

EVENT INFORMATION

Sponsor: Tomahawk Main Street, Inc.

Location: W Wisconsin Av, from 4th Street to Railway St

Estimated Attendance: 3,000 to 5,000+

1. EVENT INFORMATION AND SITE LAYOUT

- May 25, 2026 (Saturday)
 - After 6:00 p.m. – Port-a-potties & Dumpsters Delivered
 - Signs go up
- May 26, 2026 (Sunday)
 - 5:00 a.m. barricades are placed, and detours set up.
 - 7:00 a.m. – 4:00 p.m. – Event Hours
 - 4:00 to 10:00 p.m. – Clean up.
- May 27, 2026 (Monday)
 - Port-a-Potties are picked up.
 - Dumpsters are picked up.

2. OPEN INTOXICANTS

- Open Intoxicants is not waived for this event.

3. RESERVATIONS

- No reservations are required for this event.

4. GARAGE COLLECTIONS

- Event organizers are paying for the delivery and pick-up of 20 solid waste containers.

5. RESTROOMS

- 9 port-a-potties will be placed on Friday and picked up Sunday.

6. PARKING

- Property owners on Wisconsin Ave are sent a letter regarding the closing of Wisconsin Ave.
- Participants will use side streets and the municipal parking lot for this event.

7. APPROVAL

- This application was presented to the Health and Safety Committee on January 27, 2026. The Committee approved/denied the application with the following conditions:
 -

 - This application was presented to the Common Council on February 3, 2026. The Council approved/denied the application with the following conditions:
 -
-

**Tomahawk Main Street, Inc.
Main Street Memories Car Show**

Event Charges - Sponsor	Quantity	Rate	Total	Notes
<i>Paid by event sponsor to the City</i>				
Application Fee	1.00	25.00	25.00	
Temp Class B License	-	10.00	-	
Barricades	20.00	1.00	20.00	
Picnic Tables	12.00	2.00	24.00	
Waste Disposal Cans	20.00	2.00	40.00	
Electrical Service	2.00	25.00	50.00	\$25 per day/per panel
Total Charges			159.00	

Expenses - City	ESTIMATE			Notes
Personnel	Quantity	Rate	Total	
Review Time	1	25.00	25.00	
Leadperson	-	61.36	-	
Crewperson III	6.0	57.55	345.30	
Parks LTE	-	19.95	-	
Parks OT	-	86.33	-	
Parks Sumer Intern	-	12.19	-	
Police Officer	-	66.25	-	
Police Officer OT	6.0	99.38	596.25	

Overtime rates are 1.5 times the rates listed above.

Equipment

Loader	-	59.20	-	
Dump Truck	-	68.86	-	
Clam Truck	-	58.98	-	
Pick Up Truck	3	18.12	54.36	
Diamond Groomer	-	28.80	-	
Squad Car	6	20.00	120.00	

Materials

Gravel	-	5.17	-	
Dumpster - Garbage	-	35.87	-	Contractor & Landfill
Dumpster - Recycling	-	15.50	-	Contractor Pickup Fee
Can Liners (96 Gal)	-	0.50	-	

Total Estimated Costs 1,140.91

Net Cost to the City	981.91
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Assets Provided by the City

Barricades	20
No Parking Signs	0
Waste Containers	20
Picnic Tables	12
Port-A-Potties	0
Electrical Pannels	2

Tomahawk Main Street Farmers Market

Tuesdays June through October 2026

Weekly farmers market.

1. SITE LAYOUT

- Farmers Market will be located on N 3rd Street between Wisconsin Avenue and Somo Avenue.
(Changed in 2024)
 - The ally will be kept open to allow delivery trucks and ally traffic.
 - Residential property located at 28 N 3rd St is impacted by this change.

2. RESERVATIONS

- Reservations are required for this event, there is no cost to the organizers.

3. GARAGE COLLECTIONS

- No additional garbage/recycling containers are needed for the event(s).
- All vendors are responsible for their waste.

4. RESTROOMS

- No additional restrooms are needed for this event.

5. PARKING

- **NEW in 2024** – Designate the first two stalls on either the northwest or northeast corner of Wisconsin Av and 3rd St as Temporary “Disabled Parking” during the event.
- Event coordinator will place “No Parking” Signs on 3rd Street in the morning and be removed after the event (by 3:30 p.m.) each week.
- Parking is provided off-street and the municipal lot at Some Av and 2nd St.

6. EMERGENCY PLAN

- A first aid kit will be kept on site.

7. OTHER COMMENTS/RECOMMENDATION FROM DEPARTMENTS

- “No Parking” signs may not be placed out at 10:30 a.m. on days of the event.
- Ten (10) barricades will be provided for the duration of the season. Event organizers are responsible for placement and removal of the barricades after each event.

8. APPROVAL

- This application was presented to the Health and Safety Committee on January 27, 2026. The Committee approved/denied the application with the following conditions:

○

-
- This application was presented to the Common Council on February 3, 2026. The Council approved/denied the application with the following conditions:

○

Event Charges - Sponsor	Quantity	Rate	Total	Notes
<i>Paid by event sponsor to the City</i>				
Application Fee	1.00	25.00	25.00	
Temp Class B License	-	10.00	-	
Barricades	10.00	1.00	10.00	Picked up by Sponsor
Waste Disposal Cans	-	2.00	-	
Electrical Service	-	25.00	-	\$25 per day/per panel
Total Charges			35.00	

Expenses - City	ESTIMATE		Notes
Personnel	Quantity	Rate	Total
Review Time	1	25.00	25.00
Leadperson	-	61.36	-
Crewperson III	-	57.55	-
Parks LTE	-	19.95	-
Parks OT	-	86.33	-
Parks Sumer Intern	-	12.19	-
Police Officer	-	66.25	-
Police Officer OT	-	99.38	-

Overtime rates are 1.5 times the rates listed above.

Equipment

Loader	-	59.20	-	Picnic Table Delivery
Dump Truck	-	68.86	-	
Clam Truck	-	58.98	-	
Pick Up Truck	-	18.12	-	
Diamond Groomer	-	28.80	-	

Materials

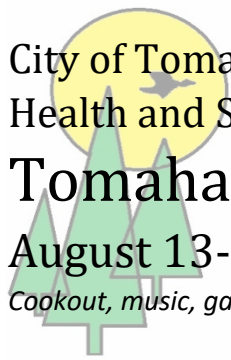
Gravel	-	5.17	-	
Dumpster - Garbage	-	35.87	-	Contractor & Landfill
Dumpster - Recycling	-	15.50	-	Contractor Pickup Fee
Can Liners (96 Gal)	-	0.50	-	

Total Estimated Costs 25.00

Net Cost to the City (10.00)

Assets Provided by the City

Barricades	10
No Parking Signs	?



City of Tomahawk
Health and Safety Committee
Tomahawk Main Street Mania
August 13-15, 2026

Cookout, music, games, and a bounce house to thank visitors for visiting downtown.

1. Event Information:

Formally called Tomahawk Main Street Customer Appreciation

Sponsor: Tomahawk Main Street, Inc.

Location: Zero Block of N 3rd Street (Wisconsin Avenue to Alley)

Estimated Attendance: 300

Request Waiver of Open Intoxicants: No

2. Event Schedule

August 13-15, 2026 – Sidewalk Sales

Friday, August 15, 2026 – Street Closure

9:00 a.m. to 11:00 a.m. – Setup

11:00 a.m. to 3:00 p.m – Event Hours

3:00 p.m. to 4:00 p.m - Cleanup

3. Street Closures

North 3rd Street (Wisconsin Avenue to Alley)

North barricades: Alleyway will be kept clear for traffic and emergency vehicles.

South barricades: Barricades will be placed behind the crosswalk to keep those open for pedestrians.

4. Reservations

No reservations are required for this event.

5. Garbage & Recycling

TMS will provide trash & recycling cans. Trash & recycling will be taken to the dumpsters behind Dunn Financial.

6. Restroom Facilities

Participating business will allow for bathroom facilities.

7. Parking

Participants will use Wisconsin Av, side streets, and the municipal parking lot for this event.

8. Meeting Dates & Approvals

This application was presented to the Health and Safety Committee on January 27, 2026. The Committee approved/denied the application with the following conditions:

This application was presented to the Common Council on February 3, 2026. The Council approved/denied the application with the following conditions:

**Tomahawk Main Street, Inc.
Main Street Mania**

Event Charges - Sponsor	Quantity	Rate	Total	Notes
<i>Paid by event sponsor to the City</i>				
Application Fee	1.00	25.00	25.00	
Temp Class B License	-	10.00	-	
Barricades	-	1.00	-	
Picnic Tables	-	2.00	-	
Waste Disposal Cans	-	2.00	-	
Port-A-Potty	-	75.00	-	
Electrical Service	-	25.00	-	\$25 per day/per panel
Total Charges			25.00	

Expenses - City	ESTIMATE			Notes
Personnel	Quantity	Rate	Total	
Review Time	1	25.00	25.00	
Leadperson	-	61.36	-	
Crewperson III	-	57.55	-	
Parks LTE	-	19.95	-	
Overtime	-	86.33	-	
Parks Sumer Intern	-	12.19	-	
Police Officer		66.25		
<i>Overtime rates are 1.5 times the rates listed above.</i>				
Equipment				
Loader	-	59.20	-	
Dump Truck	-	68.86	-	
Clam Truck	-	58.98	-	
Pick Up Truck	-	18.12	-	
Diamond Groomer	-	28.80	-	
Materials				
Gravel	-	5.17	-	
Dumpster - Garbage	-	35.87	-	Contractor & Landfill
Dumpster - Recycling	-	15.50	-	Contractor Pickup Fee
Can Liners (96 Gal)	-	0.50	-	
Total Estimated Costs			25.00	

Net Cost to the City	-
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Assets Provided by the City

Barricades	6	Will use barricades they have for Farmer's Market
No Parking Signs	0	
Waste Containers	0	
Port-A-Potties	0	

Oktoberfest

October 10, 2026

Beer sampling, food vendors, live music, and games.

EVENT INFORMATION

Sponsor: Tomahawk Main Street, Inc.

Location: N 3rd Street (Between Somo Av and Wisconsin Av)

Estimated Attendance: 400

Public Consumption of Alcohol: Yes, 2:00 p.m. to 7:00 p.m. in event area

1. SITE LAYOUT

- N 3rd Street (between Somo Av and Wisconsin Av)
 - Ally will be kept clear for emergency vehicles.

2. SCHEDULE OF EVENTS

- October 11, 2025
 - 8:00 a.m. to 1:00 p.m. – Set up
 - 1:00 p.m. to 6:00 p.m – Event
 - 6:00 p.m to 8:00 p.m – Clean Up

3. RESERVATIONS

- No reservations are required for this event.

4. GARAGE COLLECTIONS

- TMS will provide waste and recycling cans.

5. RESTROOMS

- 3 regular port-a-potties along with handwashing stations.

6. PARKING

- Participants will utilize Wisconsin Av, side streets, and the municipal parking lot for this event.

7. APPROVAL

- This application was presented to the Health and Safety Committee on January 27, 2026. The Committee approved/denied the application with the following conditions:

○

-
- This application was presented to the Common Council on February 3, 2026. The Council approved/denied the application with the following conditions:

○

Tomahawk Main Street, Inc.

Oktoberfest

Event Charges - Sponsor	Quantity	Rate	Total	Notes
<i>Paid by event sponsor to the City</i>				
Application Fee	1.00	25.00	25.00	
Temp Class B License	1.00	10.00	10.00	
Barricades	4.00	1.00	4.00	
Picnic Tables	-	2.00	-	
Waste Disposal Cans	-	2.00	-	
Electrical Service	-	25.00	-	
Total Charges			39.00	

Expenses - City	ESTIMATE			Notes
Personnel	Quantity	Rate	Total	
Review Time	1	25.00	25.00	
Leadperson		61.36	-	
Crewperson III	2.0	57.55	115.10	
Parks LTE		19.95	-	
Overtime		86.33	-	
Parks Sumer Intern		12.19	-	
Police Officer		66.25	-	

Overtime rates are 1.5 times the rates listed above.

Equipment

Loader		75.10	-
Dump Truck		68.52	-
Clam Truck		66.28	-
Pick Up Truck	1	16.58	16.58
Diamond Groomer		28.80	-
Squad Car		20.00	-

Materials

Gravel		5.17	-	
Dumpster - Garbage		35.87	-	Contractor & Landfill
Dumpster - Recycling		15.50	-	Contractor Pickup Fee
Can Liners (96 Gal)		0.50	-	

Total Estimated Costs 156.68

Net Cost to the City 117.68

Assets Provided by the City Per Wednesday

Barricades	4	Delivered in the a.m. on the day of the event.
No Parking Signs	0	
Waste Containers	0	
Picnic Tables	0	
Port-A-Potties	0	
Electrical Pannels	0	

Main Street Memories Christmas

December 11, 2026 from 3:00 p.m. to 7:30 p.m.

Window displays with live mannequins, carolers, musical performances, fire pit, warming station and s'mores.

EVENT INFORMATION

Sponsor: Tomahawk Main Street, Inc.

Location: W Wisconsin Av and N 3rd Street (Wisconsin Ave north to Ally)

Estimated Attendance: 1,000

Open Intoxicants: None

1. SITE LAYOUT

- Close of the front ½ of N 3rd Street (Wisconsin Ave north to Ally)
- 3-5 p.m. Setup
- 5-7 p.m. Window Displays
- 4:30-7 p.m. Music
- 7-7:30 p.m. Clean Up

2. RESERVATIONS

- No reservations are required for this event.

3. GARAGE COLLECTIONS

- No additional garbage/recycling containers are needed for the event, public cans on Wisconsin Av are sufficient for this event.

4. RESTROOMS

- No additional restrooms are needed for this event.

5. PARKING

- Participants will utilize Wisconsin Av, side streets, and the municipal parking lot for this event.

6. APPROVAL

- This application was presented to the Health and Safety Committee on January 27, 2026. The Committee approved/denied the application with the following conditions:

○

-
- This application was presented to the Common Council on February 3, 2026. The Council approved/denied the application with the following conditions:

○

**Main Street Memories Christmas
Tomahawk Main Street, Inc.**

Event Charges - Sponsor	Quantity	Rate	Total	Notes
<i>Paid by event sponsor to the City</i>				
Application Fee	1.00	25.00	25.00	
Temp Class B License	-	10.00	-	
Park Rental	-	200.00	-	
Barricades	4.00	1.00	4.00	
Picnic Tables	-	2.00	-	
Waste Disposal Cans	-	2.00	-	
Refuse Dumpster	-	16.00	-	One 3 Yard Dumpster
Recycling Dumpster	-	10.00	-	One 3 Yard Dumpster
Port-A-Potties	-	120.00	-	
Electrical Service	-	25.00	-	\$25 per day/per panel
Total Charges			29.00	

Expenses - City	ESTIMATE		Notes
Personnel	Quantity	Rate	Total
Review Time	1.0	25.00	25.00
Leadperson	-	61.36	-
Crewperson III	0.5	57.55	28.78
Parks LTE	-	19.95	-
Overtime	-	86.33	-
Parks Sumer Intern	-	12.19	-
Police Officer	-	66.25	-
<i>Overtime rates are 1.5 times the rates listed above.</i>			
Equipment			
Loader	-	75.92	-
Dump Truck	-	69.40	-
Clam Truck	-	62.64	-
Pick Up Truck	0.5	16.48	8.24
Diamond Groomer	-	28.80	-
Squad Car	-	20.00	-
Materials			
Gravel	-	5.17	-
Dumpster - Garbage	-	35.87	-
Dumpster - Recycling	-	15.50	-
Can Liners (96 Gal)	-	0.50	-
Lime (Bags)	-	5.00	-
Toilet Paper (Case)	-	56.82	-
Hand Towels (Case)	-	50.62	-
Bowl Cleaner	-	4.59	-
Bleach	-	4.26	-
Gloves	-	10.24	-
Lysol	-	1.00	-
Total Estimated Costs			62.02

Net Cost to the City	33.02
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Assets Provided by the City	
Barricades	4
No Parking Signs	0
Waste Containers	0
Picnic Tables	0
Dumpsters	0
Port-A-Potties	0
Electrical Pannels	0



Professional Services Agreement

MSA Project Number: 00046086

This AGREEMENT (Agreement) is made effective 1/14/2026 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1230 South Boulevard, Baraboo, WI 53913

Phone: (608) 356-2771

Representative: Brittney Mitchell

Email: bmittchell@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: Tomahawk 2026 SDW PFAS Application

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

The schedule to perform the work is: Approximate Start Date: 2/02/2026
Approximate Completion Date: 6/30/2026

The lump sum fee for the work is: \$14,000

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: _____

Brittney Mitchell

Brittney Mitchell

Senior Team Leader Funding

Date: 1/18/2026

OWNER ATTEST:

Amanda Bartz

Clerk/Treasurer

Date: _____

Britta Moline

Britta Moline

Sr. Community Development Specialist

Date: 1/18/2026

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC) (rev 11/25)

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**

Scope of Services: SDWLP Application

Working in conjunction with the City of Tomahawk (OWNER), MSA agrees to provide services for the preparation of an application for a SDWLP Application to Department of Natural Resource as hereinafter stated. The liability related to the application and/or other assistance provided is limited to the stated fee for said assistance.

SECTION 1: SDWLP Application Assistance

1A: SDWLP APPLICATION – MSA RESPONSIBILITIES

MSA agrees to assist the OWNER with loan application preparation services including the following:

1. Assess the fundability of the project using WDNR Priority Scoring as a guideline
2. Meet with Owner to compile the necessary documentation required for a complete application (one site visit assumed)
3. Provide funding program coordination with other funds
4. Prepare and submit Endangered Resources Review request on behalf of the Owner
5. Prepare and submit SHPO Comment and Consultation on a Federal Undertaking request on behalf of the Owner
6. Complete SDWLP Application and submit on behalf of the Owner on or before the June 30th deadline (application submittal is not a guarantee of a loan award), including the following documentation:
 - Completed Safe Drinking Water Loan Application including:
 - Detailed Project Budget
 - Detailed Non-Core Costs Budget
 - Detailed Debt Information
 - Detailed General Municipal Info
 - Detailed User (and adjusted user) Information
 - Four Year Revenue & Expenditure Projection
 - Four Year Operation & Maintenance (O&M) Costs
 - Replacement Fund Analysis and Schedule Options
 - Detailed Info on Refinancing of Existing Water Debt
 - Engineering Report Approval Documentation (MSA or owner provided)
 - Green Project Reserve (if applicable)
 - Required Resolutions
 - All MSA Contracts
 - Owner Provided Documentation including:
 - Proposed (or Actual) Intermunicipal Agreement*
 - User Charge System (current and any projected rate updates*)

(Attachment A)

- Water Use Ordinance*
 - Contracts with System Users*
 - Past 2 years Municipal Budgets and Audited Financials
 - Past 2 years Water Utility Budgets (and Audited Financials, if separate)
 - All outstanding Water Revenue Bonds and Amortization Schedules
 - Latest Official Statement
 - Contracts for other Professional Services
 - Information on Other Funding Sources*
 - Debt Instrument to Be Refinanced (Interim Financing Document/Note)
 - Bidding Documentation (if available at time of application)*
7. Work with the Owner and the WDNR to compile the necessary documentation required for SDWLP post-application submittals

SECTION 1B: SDWLP Application – Owner’s Responsibilities

The OWNER will:

- 1 Provide requested information and documentation complete and in a timely manner.
- 2 Work with and inform MSA regarding interim financing, accounts related to the project or funds, other projects or funding in process or projected.
- 3 Seek and retain Bond Council as required.
- 4 Provide land opinion by Attorney as required.
- 5 Prepare the rate file case study and update water rates as necessary to PSC prior to loan closing.
- 6 Prepare the rate evaluation and update sewer rates as necessary, as required prior to loan closing.

(Attachment A)