

AGENDA: VILLAGE OF LOMIRA BOARD MEETING

425 Water Street, Lomira

February 26, 2025 7pm

1. Call to Order
2. Roll Call
 - Tr. Jewell
 - Tr. Kohlmann
 - Tr. Loomans
 - Pr. Luedtke
 - Tr. More
 - Tr. Priesgen
 - Tr. Alf
3. Pledge of Allegiance
4. Consider the agenda as presented
5. Consider the previous meeting minutes
6. Appearances and public comments (limited to 2 minutes per person)
7. Friends of Lomira Parks presentation of sidewalk project proposal in Sterr Park
8. Consider authorizing Friends of Lomira Parks to plan for future installation of sidewalks in Sterr Park contingent on AARP grant approval
9. Pr. Luedtke to read Proclamation #2025-1, Crossing Guard Appreciation
10. Consider repaving the section of roadway located on South Avenue by Haak Chiropractic
11. Consider Resolution #1046, address update for 903 Main Street, Lomira
12. Consider Resolution #1047, number of election officials at the Spring Primary Election
13. Consider 2025 contract with Dodge County YMCA to manage Lomira pool operations
14. Consider authorizing MSA to continue grant application services and environmental review work for the South Avenue reconstruction project (MSA Project #03207024) in an amount not to exceed \$15,000
15. Consider authorizing the Administrator to invest Village PD savings account funds in a CD at Bristol Morgan Bank
16. Consider authorizing the Public Works Department to conduct stormwater management maintenance on infrastructure located in an easement on the west side of 925 & 955 Milwaukee Street
17. Consider the bills as listed: General Fund \$158,751.20; Utility Fund \$25,072.66; WWTP \$7,299.32

18. Department Reports:

PD: monthly DCSO report of calls for service

FD: monthly Fire Department report of calls for service, operations, etc.

Library: monthly report of programs, circulation

DPW: monthly report of maintenance, upcoming projects

Administrator: monthly report of updates, operations

19. Consider convening in closed session per WI Stats. 19.85(1)(c) to discuss employee performance evaluations and reconvene in open session to adjourn thereafter

20. Adjourn

Agendas are posted in the following places: Lomira municipal building and website www.villageoflomira.gov at least 24 hours before meeting(s). Persons requiring additional services to participate in any public meeting should contact the Clerk-Treasurer's office at 920-269-4112 option 2 for assistance prior to the meeting.

Posted 2/10/25 12:30pm Lomira Municipal Building, www.villageoflomira.gov/agendas-minutes

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Meeting ID: 224 050 286 697

Passcode: ng76jc24



Proclamation

2025-1

Honoring Village of Lomira Crossing Guards

WHEREAS, school crossing guards stand faithfully at their posts along busy intersections in every kind of weather, while dealing with distracted and speeding motorists to complete their charge of safely assisting school children across the street; and

WHEREAS, school crossing guards provide children a familiar face every morning, keep an eye on their well-being, and alert the Law Enforcement to dangerous drivers and driving conditions; and

WHEREAS, school crossing guards help reinforce the minds of young people they assist, the importance of traffic-hazard identification and safe street crossing behavior.

THEREFORE, BE IT RESOLVED, the Board of the Village of Lomira, by local declaration, express the gratitude of our community for the lifesaving and injury-reducing role that school crossing guards enact.

IN WITNESS WHEREOF, I, Donald Luedtke, have hereunto set my hand and caused the Seal of the Village, DONE at the Village of Lomira this 12th day of February, 2025.

{ VILLAGE SEAL }

Signed: _____
Donald Luedtke, Village of Lomira President



Lomira



A RESOLUTION UPDATING THE ASSIGNED ADDRESSES OF A PARCEL

WHEREAS, Parcel number 146-1317-1541-028 located at 903 Main Street within the Village of Lomira is zoned R-2 Residential with upper and lower housing units in the primary structure;

THEREFORE, BE IT RESOLVED, the Board of the Village of Lomira consent that the address of 903 Main Street change to 903 Main Street as the lower unit and 903 ½ Main Street as the upper unit.

Motion by Tr. _____, seconded by Tr. _____
To approve Resolution #1046 and be effective immediately.

Ayes: _____

Nay: _____ Absent: _____

Motion carried this 12th day of February, 2025.

Donald Luedtke, President

Jenna Rhein, Administrator-Clerk-Treasurer

RESOLUTION # 1047

Resolution to change the number of election officials at the Spring Primary Election, 2025

WHEREAS, Section 7.32, WI Stats allows a municipal governing body to reduce the required number of election officials at a polling place from 7 to no less than 3, and the Village Board has determined that it would be advantageous to the village to have only as many election officials on duty as are needed for a given election.

THEREFORE, BE IT RESOLVED, the Board of the Village of Lomira, Dodge County, Wisconsin, by this resolution, declares there shall be a minimum of 5 election officials on duty at the Spring Primary Election held on February 18, 2025. At the discretion of the village clerk, the requisite number of election officials may be increased if needed. However, the number of election officials working at the election shall always be an odd number.

Dated this 12th day of February, 2025.

Motion by Tr. _____, seconded by Tr. _____ to adopt Resolution #1047 as presented.

Ayes: _____

Nay: _____

Absent: _____

Signed: _____ Attest: _____
Donald Luedtke, Village President Jenna Rhein, Village A/C/T



**FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

Village of Lomira-YMCA OF DODGE COUNTY

Lomira Pool Collaboration Agreement

Agreement made by and between the Village of Lomira with its principal offices located at 426 Water Street, Lomira, WI 53048 ("the Village"), and YMCA of Dodge County, a non-profit organization with its principal offices located at 220 Corporate Drive, Beaver Dam, WI 53916 ("the YMCA"), as follows:

WHEREAS, the parties here to have a continuing interest in making available an Aquatics Program at a facility; and

WHEREAS, the Village has an established facility at Sterr Park called Sterr Park Pool; and

WHEREAS, the YMCA can provide staff, management, and activities for the Aquatics Programs at the pool;

WHEREAS, the parties hereto desire to collaborate for the future, on provision of an Aquatics Program.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The YMCA is responsible for maintaining life saving equipment (i.e. masks, backboards, hooks, rescue tubes, etc.). The Village is responsible for all life saving equipment purchases for the Outdoor Aquatic Center. The City is also responsible for maintaining the tile and/or painted lines and/or ropes that separate shallow from deep waters, and all structural, mechanical, and landscape components of the Outdoor Facility and property.
2. The pool WILL NOT be used unless a YMCA Lifeguard is on duty. The pool must meet the aquatic safety requirements that the YMCA of Dodge County determines are necessary for the safe use of the pool (including, but not limited to, chemical levels and procedures established by the State of Wisconsin guidelines).
3. **Facility-** If licensed, the Village is responsible for Safety, Maintenance, and Operation of Public Pools and Water Attractions. If licensed, the Village shall have a Certified Pool Operator available during the operating season. The Village shall be responsible for (Monday-Sunday) mechanical upkeep and utilities for the facility and property. The Village will also be responsible for all cleaning supplies, State of Wisconsin required chemical testing supplies/kits (if licensed), and chemicals needed for the pool. The Village is responsible for either supplying all safety supplies as outlined by YMCA management or the Village will reimburse the YMCA for above mentioned safety supplies. The YMCA will be responsible for water testing (if licensed) and chemical applications for solid fecal accidents. The Village is responsible for all other chemical management and applications required to maintain safe water chemistry as required by the State of Wisconsin. The YMCA will ensure

that daily maintenance concerns are met and report any damages, needed repairs, cleaning or equipment malfunctions to the Operations Manager or other Village of Lomira Administrative Staff. The Village will have a person available to call at all times that the pool is open to take care of immediate operation and/or chemical and/or property/facility questions/concerns.

4. **Staffing**-The YMCA shall provide management, appropriate certified staff, programming and activities for the aquatics program. All staff related to the Aquatics Programs at the Outdoor Facility will be YMCA employees. All programming shall be established and maintained for the benefit of the residents of the Village with input from the Park Board and the City Council.
5. **Term**-The term of this agreement shall begin **May 1, 2025 and end on August 31, 2025**. Should the Village of Lomira decide not to open the pool for the 2025 pool season, the YMCA must receive notification by May 1 of the respective year to avoid liability for monetary compensation to the YMCA. Either party can terminate this agreement at anytime with 90 days written notice. There is no required notice if either party terminates this contract for cause.
6. **Fees**-The Village shall pay the YMCA a nonrefundable contract fee of \$500 at the time of signing (on or before May 1, 2025). The Village shall pay the YMCA for actual time of operation for the pool plus applicable payroll taxes and an additional 25% administration fee. The budget includes staff salaries including all payroll taxes and benefits. It shall also include staff training (including initial and ongoing training, ie skills testing) for staff working exclusively at the Lomira Pool. The Village of Lomira shall be responsible for staff apparel including t-shirts, suits, whistles, windbreakers, etc and any other staff uniform costs or other costs associated with the pool. The Village of Lomira shall be responsible for telephone charges, and any other expenses typically paid for by the Village. The YMCA is not responsible for any Village expenses. Note: If State Law requires the minimum wage to go above \$7.25 which is currently planned for in this budget, the Village of Lomira will reimburse the YMCA the difference. All invoices will be submitted to the Village via email bi-weekly no later than Tuesday 4pm. Payment in full is expected upon receipt. A late fee of 3% of the entire invoice will be incurred after the 7th day the invoice was issued.
7. **Facilities Available**-Village programming shall receive first priority.
8. **Entire Agreement**-This document contains the entire agreement of the parties, and supersedes any other prior written or oral agreement of the parties.
9. **Amendment**-This agreement shall be amended only by a mutual agreement of the parties, set forth in writing, and attached to this agreement.
10. **Binding Effect; Choice of Law**-This agreement shall bind the parties, as well as their respective successors and assigns. This agreement shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.

11. **Indemnification and Insurance**-The YMCA agrees to indemnify and hold the Village harmless from any and all claims of third parties, which may arise and relate to the YMCA's responsibilities under this agreement. The YMCA shall maintain general liability insurance, including contractual liability coverage, with limits not less than one million dollars per occurrence, and shall name the Village as additional insured, and shall provide the Village with a certificate of insurance confirming such coverage.

The Village agrees to indemnify and hold the YMCA harmless from any and all claims of third parties, which may arise and relate to the Village's responsibilities under this agreement. The Village shall maintain general liability insurance, including contractual liability coverage, with limits not less than one million dollars per occurrence and shall name the YMCA as additional insured, and shall provide the YMCA with a certificate of insurance confirming such coverage.

12. **Cumulative remedies**-No remedy or election hereunder shall be deemed exclusive, but shall, whenever legally permissible, be available with all other remedies at law or in equity.

Village of Lomira

Dated: _____
_____ Mayor

Dated: _____
_____ (Title)

YMCA of Dodge County

Dated: _____
_____ Dirk Langfoss, CEO

Dated: _____
_____ Alyssa Jaehnke, Aquatics Director



MSA Project Number: 03207024

This AGREEMENT (Agreement) is made effective ___/___/___ by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1500 N. Casaloma Drive, Appleton, WI 54913

Phone: (920) 545-2083

Representative: Brittney Mitchell

Email: bmittchell@msa-ps.com

VILLAGE OF LOMIRA (OWNER)

Address: 425 Water Street, Lomira, WI 53048

Phone: (920) 269-4112

Representative: Jenna Rhein

Email: jrhein@villageoflomira.gov

Project Name: Lomira 2025 CDBG-PF Application and Environmental Review Services

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

The schedule to perform the work is: Approximate Start Date: 03/01/2025
Approximate Completion Date: 09/30/2025

The lump sum fee for the CDBG-PF Application work is: \$12,000

The estimated fee for the Environmental Review work is: \$ 3,000

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Payment for these services will be on a lump sum plus reimbursable basis. A list of reimbursable expenses is on Attachment B: Rate Schedule and made part of this Agreement.

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

VILLAGE OF LOMIRA

MSA PROFESSIONAL SERVICES, INC.

Donald Luedtke
Village President
Date: _____

Brittney Mitchell
Brittney Mitchell
Team Leader-Funding
Date: 01/28/2025

OWNER ATTEST:

Jenna Rhein
Village Administrator-Clerk-Treasurer
Date: _____

Benjamin Andrews
Benjamin Andrews
Community Development Administrator
Date: 01/28/2025

**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 Engineer'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 Engineer.

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 Engineer 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: CDBG Application & Environmental Review Services

Working in conjunction with the Village of Lomira (OWNER), MSA agrees to provide services for the preparation of an application for a CDBG grant to the Department of Administration as hereinafter stated. The liability related to the application, administration and/or other assistance provided is limited to the stated fee for said assistance. MSA is committed to high quality service and performance of the scope herein and is not responsible for the actions of others including but not limited to the agencies associated with these funding sources and oversight.

SECTION 1: CDBG Application

1A: Basic Services- Project Proposal CDBG

1. Participate in one planning meeting with OWNER staff.
2. Review Project Eligibility with staff from Department of Administration.
3. Provide the OWNER with a draft Citizen Participation Plan for adoption by the OWNER, if necessary.
4. Attend and participate in required citizen participation public hearing.
5. Complete and submit the CDBG application to the OWNER for review. Revise if necessary.
6. Prepare for signature all resolutions, letters, documents and notices as required by the application and submit to the OWNER for review.
7. Submit application to the Department of Administration and respond to questions, as needed.

1B: CDBG Application - The Owner's Responsibility

The OWNER will:

1. Examine all studies, reports, estimates, and other documents presented by MSA.
2. Provide such legal, financial, accounting, public facilities, appraisals, easements, and insurance counseling services as may be required for the application.
3. Provide MSA with copies of existing studies, reports, plans, maps, and surveys relative to the documentation of needs of the Village and particularly those that are relevant to neighborhood revitalization planning and public works needs documentation.
4. Designate in writing a person to act as the Owner's representative with respect to the services to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to services covered by this Agreement.
5. Advertise and make arrangements for citizen participation public hearing(s) and/or meeting(s). The Village will be responsible for all notice and public hearing/meeting publishing costs.
6. Participate in program planning as well as review and approve application.
7. Specific responsibilities related to any additional services required.

1C: Equal Opportunity

MSA agrees to comply with the following Equal Opportunity provisions:

1. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the ground of race, color, national origin, sex, age or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
2. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving federal financial assistance.
3. Executive Order 11246, as amended, provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin in any place of employment during the performance of federally assisted construction contracts in excess of \$2,000.

1D: CDBG-PF Environmental Review

1. Environmental Review
 - a. Prepare a Desktop Environmental Review Record according to 24 CFR Part 58 requirements to include
 - i. Review of maps and records available on publicly accessible websites and portals
 - ii. Completion and submission of Review Record and associated documentation
 - b. Desktop environmental review does not include:
 - i. Archeological survey
 1. Any archeological survey, whether performed by MSA staff or requiring a third-party consultant shall be contracted as a reimbursable expense
 - ii. Hydrological study
 1. Any archeological survey, whether performed by MSA staff or requiring a third-party consultant shall be contracted as a reimbursable expense
 - iii. Contaminated soil/hazardous waste mitigation
 1. Any archeological survey, whether performed by MSA staff or requiring a third-party consultant shall be contracted as a reimbursable expense
 - iv. Publication
 1. Any necessary publication shall be published by the Owner or contracted as a reimbursable expense.

**ATTACHMENT B:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 85 – \$154/hr.
Architects	\$ 85 – \$198/hr.
Community Development Specialists	\$137 – \$198/hr.
Digital Design	\$115 – \$151/hr.
Environmental Scientists/Hydrogeologists	\$110 – \$193/hr.
Geographic Information Systems (GIS)	\$100 – \$193/hr.
Housing Administration	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$110 – \$160/hr.
IT Support	\$175 – \$193/hr.
Land Surveying	\$ 85 – \$198/hr.
Landscape Designers & Architects	\$ 85 – \$220/hr.
Planners	\$ 85 – \$215/hr.
Principals	\$225 – \$314/hr.
Professional Engineers/Designers of Engineering Systems	\$155 – \$204/hr.
Project Managers	\$120 – \$248/hr.
Real Estate Professionals	\$140 – \$193/hr.
Staff Engineers	\$ 85 – \$149/hr.
Technicians	\$100 – \$151/hr.
Wastewater Treatment Plant Operator	\$ 92 – \$118/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.14/page
Plots	\$0.01/sq.in.
Flash Drive	\$10
GPS Equipment	\$20/hour - \$10.75/hour for DOT
GPS R2 Equipment	\$20/hour - \$2/hour for DOT
Dini Laser Level	\$85/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile standard/ \$0.69 mile for DOT
Nuclear Density Testing	\$30/day
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$20/hour - \$10/hour for DOT
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$375/flight - \$360/flight for DOT

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2025.

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Dated From:

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Voucher Nbr	Check Date	Payee	Amount
	2/12/2025	ADELMEYER, JENNIFER COMMUNITY ROOM REFUNDABLE DEPOSIT	
100-00-46743-000-000		MB ROOM & STERR PARK RESERVATN REFUNDABLE DEPOSIT	100.00
		Total	100.00
	2/12/2025	AIR ONE EQUIPMENT, INC.	
		Manual Check Nbr: 215679	AW# 5676 288.95
100-00-52200-200-001		SUPPLIES & EQUIPMENT	
		Total	288.95
	2/12/2025	AIR ONE EQUIPMENT, INC.	
		Manual Check Nbr: 216572	AW# 5677 340.00
100-00-52200-200-001		SUPPLIES & EQUIPMENT	
		Total	340.00
	2/12/2025	AIR ONE EQUIPMENT, INC.	
		Manual Check Nbr: 216716	AW# 5678 165.00
100-00-52200-200-001		SUPPLIES & EQUIPMENT	
		Total	165.00
	2/12/2025	AIR ONE EQUIPMENT, INC.	
		Manual Check Nbr: 216719	AW# 5679 255.00
100-00-52200-200-001		SUPPLIES & EQUIPMENT	
		Total	255.00
	2/12/2025	ALLIANT ENERGY / WPL	
		Manual Check Nbr:	AW# 5680 380.62
900-00-64000-000-000		WAT-SUPPLIES & EXPENSES	
		Total	380.62
	2/12/2025	ALLIANT ENERGY / WPL	
		Manual Check Nbr:	AW# 5681 272.86
900-00-82100-000-000		SEW-POWER & FUEL FOR PUMPING	
		Total	272.86

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Voucher Nbr	Check Date	Payee	Amount
	2/12/2025	ALLIANT ENERGY / WPL	
			Manual Check Nbr: AW# 5682
100-00-52200-200-009		BUILDING MAINT. & UTILITIES	694.79
			Total 694.79
	2/12/2025	ALLIANT ENERGY / WPL	
			Manual Check Nbr: AW# 5683
100-00-53311-300-002		SHOP HEATING FUEL	611.72
			Total 611.72
	2/12/2025	ALLIANT ENERGY / WPL	
			Manual Check Nbr: AW# 5684
900-00-82100-000-000		SEW-POWER & FUEL FOR PUMPING	16.95
			Total 16.95
	2/12/2025	ALLIANT ENERGY / WPL	
			Manual Check Nbr: AW# 5685
100-00-52200-200-009		BUILDING MAINT. & UTILITIES	694.79
			Total 694.79
	2/12/2025	AMERICAN EXPRESS	
			Manual Check Nbr: AW# 5688
100-00-51600-100-000		MB MAINTENANCE & SUPPLIES	120.08
100-00-53311-300-004		SHOP SUPPLIES	36.58
100-00-51600-100-000		MB MAINTENANCE & SUPPLIES	39.95
100-00-52100-200-001		SUPPLIES & EQUIPMENT	279.98
100-00-52100-200-001		SUPPLIES & EQUIPMENT	129.99
100-00-52200-200-001		SUPPLIES & EQUIPMENT	19.99
100-00-52200-200-001		SUPPLIES & EQUIPMENT	13.91
100-00-53311-300-004		SHOP SUPPLIES	337.99

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Voucher Nbr	Check Date	Payee	Amount
100-00-53311-300-001		GARAGE MAINTENANCE	38.70
900-00-85200-000-000		SEW-OUTSIDE SERV EMPLOYED	13.39
900-00-85200-000-000		SEW-OUTSIDE SERV EMPLOYED	13.39
Total			1,043.95

2/12/2025 AMERICAN LEAK DETECTION

900-00-65000-000-000		WAT-REPAIRS OF WATER PLANT WATER MAIN BREAK LEAK DETECTION	721.50
		00393231	
Total			721.50

2/12/2025 AMERICAN WATER WORKS ASSOCIATION

		Manual Check Nbr:	AW# 5689
900-00-68900-000-000		WAT-MISC GENERAL EXP DUES & WI SECTION OF AWWA	450.00
Total			450.00

2/12/2025 AMERICAN WATER WORKS ASSOCIATION

		Manual Check Nbr:	AW# 5690
900-00-68900-000-000		WAT-MISC GENERAL EXP TRAINING VIDEOS	199.00
Total			199.00

2/12/2025 BADGER LABORATORIES & ENGINEERING CO., INC.

900-00-85200-000-000		SEW-OUTSIDE SERV EMPLOYED PFAS TESTING	450.00
		25-002507	
Total			450.00

2/12/2025 BADGER METER INC

900-00-68100-000-000		WAT-OTHER OFF SUPP & EXP 80182682	475.62
900-00-68100-000-000		WAT-OTHER OFF SUPP & EXP 80185660	497.88
Total			973.50

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Voucher Nbr	Check Date	Payee	Amount
2/12/2025 BAKER & TAYLOR			
100-00-55110-200-001		LIBR BOOKS & SUPPLIES	34.51
		2038834789	
100-00-55110-200-001		LIBR BOOKS & SUPPLIES	129.53
		2038843797	
Total			164.04

2/12/2025 CARLIN HORTICULTURAL SUPPLIES

100-00-51600-100-000		MB MAINTENANCE & SUPPLIES	42.31
		INVOICE: 3066232-00	
Total			42.31

2/12/2025 CHASE CARD SERVICES

			Manual Check Nbr:	AW# 5691
100-00-51400-400-000		OFFICE SUPPLIES		348.00
100-00-55110-200-001		LIBR BOOKS & SUPPLIES		72.96
900-00-82700-000-000		SEW-OTHER OPER SUPP & EXP		5.26
Total				426.22

2/12/2025 CHOICE1 HEALTH CARE SERVICES

100-00-52200-200-005		FIRST RESPONDERS	123.75
		11683	
Total			123.75

2/12/2025 CINTAS CORP

			Manual Check Nbr:	AW# 5694
100-00-51600-100-000		MB MAINTENANCE & SUPPLIES		138.25
		4219285836		
Total				138.25

2/12/2025 CIVICPLUS LLC

100-00-51400-400-000		OFFICE SUPPLIES	192.50
		ONLINE CODE HOSTING	326296

Dated From:
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Voucher Nbr	Check Date	Payee	Amount
900-00-68100-000-000		WAT-OTHER OFF SUPP & EXP	192.50
		ONLINE CODE HOSTING	326296
900-00-85100-000-000		SEW-OFFICE SUPP & EXP	192.50
		ONLINE CODE HOSTING	326296
Total			577.50

2/12/2025 COLE OIL & PROPANE CO

Voucher Nbr	Check Date	Payee	Manual Check Nbr:	AW#	Amount
100-00-52200-200-002		VEHICLE MAINTENANCE		5692	175.99
			113122		FD FEB STATEMENT
Total					175.99

2/12/2025 COLE OIL & PROPANE CO

Voucher Nbr	Check Date	Payee	Manual Check Nbr:	AW#	Amount
100-00-53311-200-003		MOTOR FUEL		5693	553.66
			1184		DPW JAN STATEMENT
900-00-66000-000-000		WAT-TRANSPORTATION EXPENSE			91.87
			1184		DPW JAN STATEMENT
900-00-82800-000-000		SEW-TRANSPORTATION EXP			91.87
			1184		DPW JAN STATEMENT
Total					737.40

2/12/2025 COLE OIL & PROPANE CO

Voucher Nbr	Check Date	Payee	Manual Check Nbr:	AW#	Amount
100-00-53311-200-003		MOTOR FUEL		5712	459.47
			1184		DPW FEBRUARY
900-00-66000-000-000		WAT-TRANSPORTATION EXPENSE			131.08
			1184		DPW FEBRUARY
900-00-82800-000-000		SEW-TRANSPORTATION EXP			131.09
			1184		DPW FEBRUARY
Total					721.64

2/12/2025 COMPASS MINERALS AMERICA

Voucher Nbr	Check Date	Payee	Amount
100-00-53311-200-005		STREET SALT	1,858.90
		STREET SALT	1435865
100-00-53311-200-005		STREET SALT	1,968.30
		STREET SALT	1435472
Total			3,827.20

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2/12/2025 CORE & MAIN LP			
900-00-65000-000-000		WAT-REPAIRS OF WATER PLANT W291910	190.88
			Total 190.88
2/12/2025 COUNTY OF DODGE			
100-00-52100-100-001		DCSO CONTRACT JANUARY 9345	38,856.34
			Total 38,856.34
2/12/2025 CREXENDO			
100-00-51600-200-000		TELEPHONE & INTERNET 229413	66.15
100-00-52100-200-002		TELEPHONE & INTERNET 229413	66.15
100-00-52200-200-003		TELEPHONE & INTERNET 229413	66.15
100-00-53311-300-007		TELEPHONE & INTERNET 229413	66.15
100-00-55110-200-002		LIBR TELEPHONE 229413	66.15
			Total 330.75
2/12/2025 DELTA DENTAL			
100-00-14000-000-000		PREPAID EXPENSES MARCH 2025 2287262	66.20
			Total 66.20
2/12/2025 DETF			
100-00-14000-000-000		PREPAID EXPENSES MARCH HEALTH INSURANCE CONTRIBUTIONS	8,603.06
			Total 8,603.06
2/12/2025 DIGGERS HOTLINE, INC			

Dated From: From Account:
 Thru: Thru Account:

Voucher Nbr	Check Date	Payee	Amount
900-00-82700-000-000		SEW-OTHER OPER SUPP & EXP 250 1 64001	216.75
900-00-64000-000-000		WAT-SUPPLIES & EXPENSES 250 1 64001	216.75
900-00-64000-000-000		WAT-SUPPLIES & EXPENSES 241 2 64001	24.05
Total			457.55

2/12/2025 DODGE COUNTY TREASURER

100-00-51100-100-003		DOG TAG FEES DOG TAGS - BATCH 1- 31	207.50
Total			207.50

2/12/2025 EFT

100-00-21800-000-000		STATE TAXES W/H 1/17, 1/31	1,398.33
Total			1,398.33

Manual Check Nbr: AW# 5697

2/12/2025 FORD HALL COMPANY, INC.

900-00-83300-000-000		SEW-MAINT TR & DISP PLT EQUIP ALGEA SWEEP SYSTEM REPLACEMENT BRUSHES A25011 BO SHIP	354.66
Total			354.66

2/12/2025 FRONTIER

100-00-53311-300-007		TELEPHONE & INTERNET	36.75
900-00-85100-000-000		SEW-OFFICE SUPP & EXP	36.76
Total			73.51

Manual Check Nbr: AW# 5698

2/12/2025 GENGLER, JENNA
 COMMUNITY ROOM REFUNDABLE DEPOSIT

100-00-46743-000-000		MB ROOM & STERR PARK RESERVATN REFUNDABLE DEPOSIT	100.00
Total			100.00

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	2/12/2025	GFC LEASING WI	
100-00-55110-200-007		LIBR TECHNICAL SERV/EQUIP IN15014791	122.78
		Total	122.78
	2/12/2025	GFC LEASING WI	
		Manual Check Nbr: AW# 5699	
100-00-52100-200-001		SUPPLIES & EQUIPMENT 100989764	137.44
		Total	137.44
	2/12/2025	GFC LEASING WI	
		Manual Check Nbr: AW# 5700	
100-00-51400-400-000		OFFICE SUPPLIES 100989763	166.80
		Total	166.80
	2/12/2025	GRAND VALLEY INSPECTION SERVICES	
100-00-52400-000-000		BUILDING INSPECTIONS FEBRUARY 2025	448.93
		2025-24	
		Total	448.93
	2/12/2025	HARTWIG, CHERYL COMMUNITY ROOM REFUNDABLE DEPOSIT	
100-00-46743-000-000		MB ROOM & STERR PARK RESERVATN REFUNDABLE DEPOSIT	100.00
		Total	100.00
	2/12/2025	INTERSTATE POWER SYSTEMS	
900-00-68200-000-000		WAT-OUTSIDE SERV EMPLOYED GENERATOR MAINTENANCE & PARTS	1,108.96
		R041050523:01	
		Total	1,108.96
	2/12/2025	KEYS, JASON REIMBURSEMENT	
900-00-82700-000-000		SEW-OTHER OPER SUPP & EXP UNIFORM - AMAZON	18.27

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Voucher Nbr	Check Date	Payee	Amount
900-00-64000-000-000		WAT-SUPPLIES & EXPENSES UNIFORM - AMAZON	18.27
100-00-53311-300-005		UNIFORM SERVICE UNIFORM - AMAZON	18.27
Total			54.81

2/12/2025 LAI, LLC

900-00-82700-000-000		SEW-OTHER OPER SUPP & EXP 25-61888	384.65
Total			384.65

2/12/2025 LAKE AREA PUBLIC WORKS ASSOCIATION
2025 MEMBERSHIP

100-00-53311-200-001		MAINT SUPP/MATERIALS FOR STREE VILLAGE OF LOMIRA MEMBERSHIP	100.00
Total			100.00

2/12/2025 LAWSON PRODUCTS

900-00-64000-000-000		WAT-SUPPLIES & EXPENSES 9312171321	24.10
Total			24.10

2/12/2025 LEMKE CONSULTING, LLC

100-00-51600-100-000		MB MAINTENANCE & SUPPLIES ANNUAL FIREWALL, PATCH, CONTROLLER 21028	665.00
100-00-51600-100-000		MB MAINTENANCE & SUPPLIES FIRMWARE FIREWALL 21070	30.00
Total			695.00

2/12/2025 LR TROPHY & SPORTSWEAR

100-00-52200-200-001		SUPPLIES & EQUIPMENT PLAQUES	1,030.00
Total			1,030.00

2/12/2025 LUEDTKE LUMBER INC

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Voucher Nbr	Check Date	Payee	Amount
900-00-83400-000-000		SEW-MAINT OF GEN PLT STR & EQ	4.28
900-00-65000-000-000		WAT-REPAIRS OF WATER PLANT	35.99
100-00-53311-300-004		SHOP SUPPLIES	46.43
100-00-52200-200-009		BUILDING MAINT. & UTILITIES	7.47
900-00-83400-000-000		SEW-MAINT OF GEN PLT STR & EQ	36.89
900-00-65000-000-000		WAT-REPAIRS OF WATER PLANT	4.29
900-00-83400-000-000		SEW-MAINT OF GEN PLT STR & EQ	328.30
Total			463.65

2/12/2025 MARTELLE WATER TREATMENT, INC.

900-00-63000-000-000		WAT-CHEMICAL EXP	683.90
		28576	
Total			683.90

2/12/2025 MIDWEST CONTRACT OPERATIONS

900-00-85200-000-000		SEW-OUTSIDE SERV EMPLOYED	5,993.64
		INV31468	
Total			5,993.64

2/12/2025 MIDWEST METER INC.

900-00-64000-000-000		WAT-SUPPLIES & EXPENSES	554.97
		0174325-IN	
Total			554.97

2/12/2025 NAPA AUTO PARTS DIV OF MPEC-101

100-00-53311-200-002		EQUIPMENT REPAIR & MAINT	22.99
		310538	
100-00-53311-200-002		EQUIPMENT REPAIR & MAINT	37.96
		310568	
100-00-53311-200-002		EQUIPMENT REPAIR & MAINT	161.43
		310822	

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100-00-53311-200-002		EQUIPMENT REPAIR & MAINT 311681	42.59
100-00-53311-200-002		EQUIPMENT REPAIR & MAINT 311865	42.59
100-00-52200-200-002		VEHICLE MAINTENANCE 312290	33.50
100-00-52200-200-002		VEHICLE MAINTENANCE 312373	277.99
100-00-53311-200-002		EQUIPMENT REPAIR & MAINT 312156	309.33
100-00-52200-200-002		VEHICLE MAINTENANCE 312388	-18.00
Total			910.38

2/12/2025 PACE ANALYTICAL SERVICES INC

Manual Check Nbr:

AW# 5701

900-00-85200-000-000		SEW-OUTSIDE SERV EMPLOYED 2540156831	156.60
Total			156.60

2/12/2025 PIGGLY WIGGLY

100-00-55110-200-001		LIBR BOOKS & SUPPLIES	19.96
Total			19.96

2/12/2025 PJ KORTENS & COMPANY, INC.

901-00-59100-000-000		WWTP EQUIP. EXPENSES SCADA COMPUTER, PROGRAMMING, LICENSE, ET 10025285	7,299.32
Total			7,299.32

2/12/2025 R & R INSURANCE SERVICES

100-00-51931-100-000		VILL PROPERTY & VEH INSURANCE 3157964	1,000.00
100-00-51931-200-000		VILL LIAB & WC INS 3157964	1,000.00
100-00-52200-100-004		VEHICLE INSURANCE 3157964	268.00

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ALL Checks by Payee

ACCT

VILLAGE POOLED CHECKING

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-52200-100-004		VEHICLE INSURANCE	2,218.00
		3157965	
		Total	4,486.00

2/12/2025 RADEMANN STONE & LANDSCAPE

900-00-65000-000-000		WAT-REPAIRS OF WATER PLANT	183.61
		284902	
		Total	183.61

2/12/2025 RELIANT FIRE APPARATUS

Previous Year Expense

100-00-52200-200-002		VEHICLE MAINTENANCE	56,373.00
		TRUCK 2761 INSURANCE CLAIM	
		125-22908	
100-00-52200-200-002		VEHICLE MAINTENANCE	4,864.15
		TRUCK #2702	
		125-22909	
		Total	61,237.15

2/12/2025 RILEY ELECTRICAL SUPPLY

100-00-51600-100-000		MB MAINTENANCE & SUPPLIES	53.40
		BULB RECYCLING	
		246545	
		Total	53.40

2/12/2025 SCHOOL DISTRICT OF LOMIRA

MOBILE HOME TAX SHARE

100-00-51500-200-000		SCHOOL'S SHARE MOBILE HOME TAX	1,462.90
		JANUARY	
		Total	1,462.90

2/12/2025 SCHRAUFNAGEL IMPLEMENT INC.

100-00-53311-200-002		EQUIPMENT REPAIR & MAINT	72.07
		FREIGHTLINER PARTS	
		IL28478	
		Total	72.07

2/12/2025 SECURIAN FINANCIAL GROUP, INC.

100-00-21900-000-000		HEALTH & LIFE INS. PAYABLE	10.46
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Dated From: From Account:
 Thru: Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-21900-000-000		HEALTH & LIFE INS. PAYABLE	85.40
Total			95.86

2/12/2025 SJE

900-00-68200-000-000		WAT-OUTSIDE SERV EMPLOYED	276.00
		Q1 SUBSCRIPTION	
		CD99557405	
Total			276.00

2/12/2025 SLECHTA, BRYANNA
 REIMBURSEMENT

100-00-55110-200-001		LIBR BOOKS & SUPPLIES	59.46
		TARGET, AMAZON, WALMART	
Total			59.46

2/12/2025 U.S. CELLULAR

Voucher Nbr	Check Date	Payee	Manual Check Nbr:	AW#	Amount
900-00-64000-000-000		WAT-SUPPLIES & EXPENSES		5702	19.78
			0703545563		
100-00-52200-200-003		TELEPHONE & INTERNET			19.79
			0703545563		
900-00-85000-000-000		SEW-GEN & ADM SALARIES			19.79
			0703545563		
Total					59.36

2/12/2025 U.S. CELLULAR

Voucher Nbr	Check Date	Payee	Manual Check Nbr:	AW#	Amount
100-00-51600-200-000		TELEPHONE & INTERNET		5703	77.39
			0707831539		
100-00-55400-200-001		POOL SUPPLIES & MAINT			77.40
			0707831539		
Total					154.79

2/12/2025 UNITED AUTO TRIM, INC.

900-00-66000-000-000		WAT-TRANSPORTATION EXPENSE			180.00
		INVOICE 12411 & 12394			
900-00-82800-000-000		SEW-TRANSPORTATION EXP			180.00
		INVOICE 12411 & 12394			

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ALL Checks by Payee
VILLAGE POOLED CHECKING

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ACCT

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
Total			360.00

2/12/2025 USA BLUE BOOK

900-00-83400-000-000		SEW-MAINT OF GEN PLT STR & EQ	121.95
		PARTS KIT	
		INV00601240	
900-00-64000-000-000		WAT-SUPPLIES & EXPENSES	105.91
		PUMPS & ASSEMBLY	
		INV00592762	
Total			227.86

2/12/2025 WASTE MANAGEMENT

			Manual Check Nbr:	AW# 5704
100-00-53620-000-000		REFUSE COLLECTION & DISP		6,564.52
			193581823211	
100-00-53635-100-000		RECYCLING CONTRACT SERVICES		2,645.16
			193581823211	
Total				9,209.68

2/12/2025 WE ENERGIES

			Manual Check Nbr:	AW# 5705
100-00-51600-400-000		WE ENERGIES		924.04
100-00-52100-200-003		ALLIANT & WE ENERGIES		924.05
100-00-55110-200-005		LIBR ELECTRICITY		924.05
Total				2,772.14

2/12/2025 WE ENERGIES

			Manual Check Nbr:	AW# 5706
100-00-53311-300-003		SHOP ELECTRICITY		678.15
Total				678.15

2/12/2025 WE ENERGIES

			Manual Check Nbr:	AW# 5707
900-00-62000-000-000		WAT-POWER PURCH FOR PUMPING EX		584.09
Total				584.09

2/12/2025 WE ENERGIES

Manual Check Nbr: AW# 5708

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ALL Checks by Payee
VILLAGE POOLED CHECKING

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Dated From:
Thru:

From Account:
Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-53420-000-000		STREET LIGHTING	36.90
Total			36.90

2/12/2025 WE ENERGIES

Manual Check Nbr: AW# 5709

900-00-82100-000-000		SEW-POWER & FUEL FOR PUMPING	155.00
900-00-82200-000-000		SEW-POWER & FUEL FOR AERATN EQ	6,111.53
900-00-62000-000-000		WAT-POWER PURCH FOR PUMPING EX	1,389.26
900-00-82100-000-000		SEW-POWER & FUEL FOR PUMPING	153.45
100-00-52900-000-000		EMER GOVT EXP	63.43
900-00-62000-000-000		WAT-POWER PURCH FOR PUMPING EX	871.95
Total			8,744.62

2/12/2025 WE ENERGIES

Manual Check Nbr: AW# 5710

100-00-55200-200-008		ATHLETIC FIELD	15.23
100-00-55200-200-006		OAK SPRINGS PARK	18.33
100-00-55200-200-001		STERR PARK	129.77
100-00-53420-000-000		STREET LIGHTING	345.57
100-00-53420-000-000		STREET LIGHTING	15.24
100-00-52900-000-000		EMER GOVT EXP	15.91
100-00-53420-000-000		STREET LIGHTING	6,307.83
100-00-52200-200-009		BUILDING MAINT. & UTILITIES	332.48
100-00-52900-000-000		EMER GOVT EXP	16.76
100-00-55200-200-002		CRYSTAL SPRINGS PARK	67.89

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ALL Checks by Payee
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Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
Total			7,265.01
2/12/2025 WESTPHAL			
100-00-52200-200-001		SUPPLIES & EQUIPMENT	253.38
		PSI STICKERS	73967
100-00-52200-200-005		FIRST RESPONDERS	216.35
		DPX PLATE, RESCUE REPORT	73960
Total			469.73
2/12/2025 WI RETIREMENT SYSTEM			
		Manual Check Nbr:	AW# 5711
100-00-21600-000-000		RETIREMENT W/H	6,446.80
		JANUARY	
Total			6,446.80
2/12/2025 YMCA OF DODGE COUNTY			
2025 CONTRACT			
100-00-55400-200-001		POOL SUPPLIES & MAINT	500.00
		2025	
Total			500.00
Grand Total			191,123.18

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In Progress Checks - Full Report - ALL
ALL Checks by Payee
VILLAGE POOLED CHECKING

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Dated From:
Thru:

From Account:
Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	158,751.20
Total Expenditure from Fund # 900 - SEWER & WATER FUND	25,072.66
Total Expenditure from Fund # 901 - WWTP EQUIP.REPL.NEW(POOLED)	7,299.32
Total Expenditure from all Funds	191,123.18

CALLS FOR SERVICE IN LOMIRA - REPORT TO VILLAGE BOARD

CALLS FOR SERVICE JANUARY 2025

INCIDENT CALL TYPES	NON-CONTRACT	CONTRACT	TOTAL CALLS FOR SERVICE	YEAR TO DATE
ABUSE/NEGLECT			0	0
ACCIDENT DEER	1		1	1
ACCIDENT FATAL			0	0
ACCIDENT INJURY			0	0
ACCIDENT PROPERTY DAMAGE		1	1	1
ALARM		1	1	1
ARSON		1	1	1
ANIMAL	1		1	1
ASSIST AGENCY	1	7	8	8
ASSIST MOTORIST	8	2	10	10
BAR CHECK	4		4	4
BATTERY/ASSAULT			0	0
BOMB THREAT			0	0
BUILD/AREA CHK	50	140	190	190
BURGLARY			0	0
CHILD CUSTODY		1	1	1
CIVIL MATTER	2		2	2
CONTROLLED BURN	4		4	4
DEATH INVESTIGATION		1	1	1
DIRECT TRAFFIC			0	0
DISORDERLY CONDUCT	1	1	2	2
DNR COMPLAINT			0	0
DNR INJURY CRASH			0	0
DNR PDO CRASH			0	0
DNR FATAL CRASH			0	0
DOMESTIC DISTURBANCE	3	1	4	4
DPW		1	1	1
DRUGS	1	1	2	2
EMERGENCY DETENTION			0	0
EMS REQUEST	1	9	10	10
ESCAPE			0	0
EXPLOSION			0	0
FAMILY TROUBLE		2	2	2
FIGHT			0	0
FIRE ALARM			0	0
FIRE REQUEST	1		1	1
FIREWORKS	1		1	1
FORGERY			0	0
FOUND ITEM			0	0
FRAUD		1	1	1
FRAUD WELFARE			0	0
GAS DRIVE OFF		1	1	1
HANG UP	4	5	9	9
HARASSMENT	1		1	1
HIT AND RUN	1	1	2	2
HOMICIDE			0	0
INFORMATION	1		1	1
INTOX DRIVER	3	1	4	4
INTOX PERSON			0	0
JUVENILE ALCOHOL	1	1	2	2
KIDNAPPING			0	0
LITTER			0	0
LOCKOUT			0	0
LOST ITEM			0	0
MISCELLANEOUS	8	2	10	10
MISSING ADULT			0	0
MISSING JUVENILE		1	1	1
NEIGHBOR DISPUTE			0	0
NOISE COMPLAINT	1		1	1
OPEN DOOR			0	0
ORDINANCE VIOLATION			0	0
PAPER SERVICE	3		3	3
PARKING COMPLAINT		6	6	6
PERSON WITH GUN			0	0
PLI HOME VISIT			0	0
PORNOGRAPHY			0	0
PRISON INVESTIGATION			0	0
REPOSSESSION	1		1	1
ROBBERY			0	0
SCHOOL COMPLAINT		4	4	4
SEX OFFENSE			0	0

CALLS FOR SERVICE IN LOMIRA - REPORT TO VILLAGE BOARD

CALLS FOR SERVICE JANUARY 2025

INCIDENT CALL TYPES	NON-CONTRACT	CONTRACT	TOTAL CALLS FOR SERVICE	YEAR TO DATE
SHOTS FIRED			0	0
SUBJECT STOP			0	0
SUICIDAL			0	0
SUSPICIOUS	2	1	3	3
THEFT			0	0
THEFT OF VEHICLE			0	0
THEFT - RETAIL			0	0
THREAT		1	1	1
TRAFFIC COMPLAINT	4	9	13	13
TRAFFIC PURSUIT			0	0
TRAFFIC STOP	58	75	133	133
TRANSPORT			0	0
TRESPASS			0	0
TRAFFIC STOP - ATV			0	0
TRAFFIC STOP - BOAT			0	0
TRAFFIC STOP - READER			0	0
TRAFFIC STOP - SNOW			0	0
UNWANTED SUBJECT	1		1	1
VANDALISM		1	1	1
VEHICLE RUNOFF			0	0
VIOLATE RESTRAINING ORDER		1	1	1
VOUCHER			0	0
WALK AND TALK	2	12	14	14
WARRANT CHECK	1	1	2	2
WELFARE CHECK	3	2	5	5
TOTALS	174	295	469	469

January SRO Hours

156.5

LOMIRA FIRE DEPARTMENT REPORT

January 1, 2025 – January 31, 2025

Month in Review

27 - EMR Medical Calls, (14 - EMR calls - No Response from Lomira.)
6 - of the 14, No Response were at Hope Nursing / Assisted Living

5 - Fire Calls Total.

1 - of the five Fire Calls was a Vehicle Accident.

1 - of the five Fire Calls was Mutual Aid to North Fonddulac, Rit 5 (Canceled).

1 - of the five Fire Calls was Mutual Aid to Brownsville - Standby than Canceled.

1 - of the five Fire Calls was a Structure Fire (903 Main Street, Lomira).

1 - of the five Fire Calls was Mutual Aid to Knowles for Structure Fire.

32 - Total Calls for January.

Engine #2761 was picked up from Pierce 1/28/2025, Engine #2761 was put back in service 1/28/2025. Additional repairs over and above accident repairs \$8,695.00. 2024 Budget balance paid \$4864.15 and Fire Department paid balance of \$3830.85.

Engine #2762 is scheduled for Tank to Pump Leak and other Miscellaneous Repairs 2/5/2025 at Rennerts in Markesan.

Lomira Fire Department Fund Raiser Equipment Purchases, Etc.

2 - Super Vac Fans \$10,600.00

3 - Seek Thermal Imaging Cameras \$3,000.00

5 - SCBA G1 Battery Packs \$2,225.00

2 - MSA G1 Cylinders 4500 PSI \$2,350.00

10 - Mask Identification Labels \$179.00

2 - Imperial Ice Resue Suits IR1500 \$1920.00

1 - Sensit 4 Calibration Test Kit for Gas Meter Testing \$761.73

13 - Replacement SCBA G1 Face Lenses \$2713.30

2 - EMS Blue Helmets \$698.00

5 - Cairns Yellow Helmets to be used for Ice Rescue / Water Rescue and Vehicle

Extrication \$1345.00

15 - Universal SCBA Individual Face Piece Mask Bags \$975.00

1 - FST Fire Suppression Tool (FST V4 with 15 year Battery) \$1009.25

1 - Engine #2761 Additional Repairs \$3,830.85

Total Fire Department Equipment Purchases from Fund Raisers **\$31,607.13**

1st Assistant Chief / Admin Chief

Tom Sabel / Lomira Fire Dept.



LOMIRA - QUAD/GRAPHICS COMMUNITY LIBRARY

January 2025 Library Report - Emily Artin, Library Director

Library Statistics:

- 1,552 library visits
- 2,278 program participants
- 2,538 items circulated
- ~200 computer/WiFi logins

Library Highlights:

- **Regular Program Offerings – Spring 2025**
 - Jr. Storytime
 - Book Club
 - Playgroup
 - Sheepshead
 - Chair Yoga
 - Read w/ Alaska
 - Homeschool
 - Teen Corner
 - Brick Club
- **2024 Public Library Annual Report:** The 2024 report will be presented to the Library Board for approval at the February 17 meeting, then submitted to Monarch Library System, then the WI DPI by March 1. (Totals from state annual report are also used to complete forms for library reimbursement from Dodge and adjacent counties.)
- **Thank you, Friends:** Thank you to the Friends of the Lomira Library for purchasing two Tonieboxes and a collection of Tonies to add this new technology to our audiobook collection. Tonies are (screen free!) audio players. Patrons are already placing holds for our Tonieboxes, and patrons who already own boxes are excited to borrow our Tonies.
- **Adult Programs:** We have seen great attendance at our monthly adult programs. Programs are held on Saturday mornings with a new class topic each month. Upcoming class topics include book folding, herbs, sewing, and gardening.



Tonies (audiobook figurines)

Upcoming Library Events:

- Feb 8 – Book Folding
- Feb 12 – “Bar” Crawl
- Feb 15 – Fiber Arts
- Feb 19 – Chair Yoga
- Feb 21 – Minion Mayhem
- Mar 5 – Book Club
- Mar 7 – Dr. Seuss Day
- Mar 8 – Herbs 101
- Mar 24-28 – Beach Week

January 8th , 2025 to February 10, 2025

Department of Public Works Report

Long term outlook

Major long-term projects/update

- Church St./ Hwy 67 reconstruction MOVED TO 2028 – 30% meeting coming soon.
- Watermain replacement plans are coming for South Ave.

Need to know.

The sewer utility violated chloride limit in October. 471.5 limit of 469 - what follows, notice to check softener
Softener calibration program? Still working on.

Equipment Watch list.

Exhaust leak on Freightliner emissions equipment. Working on options \$\$ Using as is currently

Month in Review

2 more Watermain breaks on Church St./Hwy 67 2/3/25 and 2/8/2025

Removed Christmas lights on street and Village buildings.

Rust proofed Mack Dump truck.

Cut reed beds at WWTP and burned

Built forms for reed bed concrete wall repair to use in spring

Zero turn mower minor repairs in house

Cleaning at WWTP and Well houses

Replacing water meters.

Weekly brush chipping -Christmas tree pick up

Snow plowing and salting as needed.

Diggers tickets

GIS map updates

Shop repairs on equipment: Monthly inspections, maintenance, and cleaning of Equipment.

Minor repairs on fire department trucks.

Administrator's Report – February

January 9th – February 12th

Mission: For each department continually operate economically while building savings, develop an operating budget that can be financially sustainable, give the public the best value for their tax dollar, maintain services, and provide an enriched quality of life for residents and businesses.

General Fund Revenues YTD:	\$1,131,108.76	57%
General Fund Expenditures YTD:	\$ 222,898.31	12%
Water Fund Revenues YTD:	\$ 2,521.46	.27%
Water Fund Expenditures YTD:	\$ 70,830.40	.62%
Sewer Fund Revenues YTD:	\$ 70,874.96	6.35%
Sewer Fund Expenditures YTD:	\$ 31,929.72	3%

Work Completed: processed end-of-year tasks, began new-year tasks, property tax collections, sewer and water bill payment collections, conducted absentee voting at Hope Health & Rehabilitation for the Spring Primary election, preparations for the Spring Primary election, began annual audit with Vesta, collected electronics from residents for proper recycling, pet licensing, daily deposits, monthly bank reconciliations, website maintenance, weekly leak-logger meeting and notices mailed and/or phone calls made, website maintenance

Looking Ahead: work with Vesta (auditors) on the annual audit, Spring Primary election to be held on February 18th

Contact Info:

Jenna Rhein, Administrator-Clerk-Treasurer
425 Water Street
Lomira, WI 53048
Office: 920-269-4112 x2
Cell: 920-583-6049
Email: jrhein@villageoflomira.gov
Web: www.villageoflomira.gov