



AGENDA FOR COMMON COUNCIL

A Common Council meeting will be held on **Tuesday, December 19, 2023 at 6:30 PM**
in the **Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.**

Join Zoom Meeting:

<https://zoom.us/j/7689466740?pwd=dEdLR2hXK0ZYMk1qNU5vNFlwMzdSZz09>

Meeting ID: 768 946 6740 Password: Tomah2020
Dial by your location +1 312 626 6799 US (Chicago)

AGENDA:

Call to Order, Pledge of Allegiance, Roll Call

ANYONE DESIRING TO APPEAR TO COUNCIL

Mayor

Senior Executive Team

- [1.](#) SET Monthly Report

Public Safety

- [2.](#) Public Safety November Monthly Report

Library

Senior & Disabled Services

- [3.](#) Senior & Disabled Services Monthly Report

Planning & Building Inspection

- [4.](#) November Building Permit Report

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

[A.](#) Secondhand Article Dealer License Application for Creative Tech Team LLC of Tomah.

[B.](#) Approval of Minutes from November 21, 2023

Committee of the Whole

- [3.](#) Alliant Energy Easement Approval
- [4.](#) Resolution Declaring Official Intent to Reimburse Expenditures From Proceeds of Borrowing
- [5.](#) Resolution Increasing Agency Fare for City of Tomah's Shared Ride Service
- [6.](#) Resolution Authorizing Payment of Monthly Bills
- [7.](#) CP WI Development, LLC Lease
- [8.](#) Approval of ARPA funds for Judicial Software

Common Council – December 19, 2023

APPOINTMENTS:

9. Appointment of 2024-2025 Election Officials

ADJOURN

10. Adjourn to Closed Session Pursuant to Wis Stat § 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
11. Ratification of the 2024-2025 Collective Bargaining Agreement between the City of Tomah and the Local 127, AFL-CIO-CLC
12. Adjourn

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

SET Report December 2023

Economic Development

- Met with new business owner Virginia Creed, the new owner of J&R Variety and Marc Zeltler, a preservation architect to discuss the process for potential Downtown Tomah historical district and the possibility of tax credits.
- Met with Vandewalle regarding economic development opportunities and services.
- Had two potential developer meetings.

Meetings Attended

- Met with Department of Transportation representatives to discuss Census boundary changes.
- Attended the Chamber meeting.
- Met with 3RT to discuss technology needs within the City and to establish regularly scheduled service meetings.
- SET attended the Board of Appeals

Other:

- Attended two sessions of union negotiations and additional meetings with the City Attorney regarding negotiation strategies.
- Worked with the Public Safety Director and City Attorney on personnel issues.
- Attended ribbon cutting at new CCF location.

CITY OF TOMAH PUBLIC SAFETY

MONTHLY REPORT November 2023



Public Safety Director / Fire Chief Tim Adler

TOMAH FIRE DEPARTMENT MONTHLY STATISTICS

MONTH/ YEAR November 2023

FIRE CALLS:

1. **STRUCTURE:** 1 – 1013 Superior Ave.
2. **VEHICLE FIRES:** 0
3. **GRASS:** 1
4. **FALSE ALARMS:** 2
5. **INJURIES:** 0
6. **GOOD INTENT CALLS:** 3
7. **HAZMAT:** 0
8. **OTHER:** 7
9. **MOTOR VEHICLE ACCIDENT/RESCUE:** 11

FIRE INSPECTION HOURS: 87

FIRE SAFETY EDUCATION HOURS: 1

CALLS FOR SERVICE: 2



City of Tomah City Council Meeting – December 19th, 2023

Public Safety Director/Fire Chief report for: **November**

1. **STAFFING:** We are currently staffed with 35 members, 33 paid on call members along with Deputy Chief Likely and Chief Adler. We are currently advertising for fire fighters to create an eligibility list for future hirings.
2. **VEHICLES:** All apparatus are in service and functioning in good working condition. We recently had our annual pump testing performed; all engines passed the required testing.
3. **OTHER:** We had our 5th structure fire of the year, this recent one was located at 1013 Superior Ave. located in an apartment above the Peking restaurant, there were no injuries reported and the cause remains under investigation. With the number of structure fires and the increase in call volume again this year my payroll budget has greatly exceeded the amount that was budgeted. This also impacts other areas of my budget including fuel and supplies. The fire inspectors have been out working on their second round of inspections and are nearing completion of them. We responded to 27 calls for service in November.

Yours in Safety

Public Safety Director / Fire Chief

Tim Adler



Tomah Fire Department Staff



Fire Chief

*Tim Adler (34 Years)

Deputy Chief

*Jeremy Likely (18 Years)

Assistant Fire Chiefs

*Joe Kube (29 Years)
Joe Amberg (32 Years)

Safety Officer

Dave Baggot (24 Years)

Fire Fighters

Tim Larkin (48 Years)
Jody Pierce (29 Years)
*Bob Walker (22 Years)
Jerry Steele (21 Years)
*Brad Retzlaff (21 Years)
Scott Woodworth (21 Years)
*Steve Walheim (21 Years)
Cory Lenz (19 Years)
Ron Schneider (17 Years)
*Dave Meyer (17 Years)
Tim Cram (17 Years)
*Chris Semann (12 Years)
*Chad Gunder (8 Years)
*Steve Miller (5 Years)
Megan Mickelson (5 Years)
*Phil Gigous (5 Years)
Joe Lenz (5 Years)
Chris Neal (2 Years)
Mitchell Larkin (2 Years)
*Taylor McMullen (2 Year)
Brandon Sibert (2 Year)
Justin Dettinger (New)
Michael Linehan (New)
Chris Johnson (New)

Captains

*Rob Larkin (25 Years)
Charles Muller (21 Years)

Lieutenants

*Jared Tessman (12 Years)
*Tim Ehlers (12 Years)

Rescue Technicians

Kerwin Greeno (26 Years)
Pat Doyle (26 Years)

*=Rescue Techs



Tomah Area Ambulance Service Number of Calls by Municipality Monthly Report

November 2023

City of Sparta Total: 2

City of Tomah Total: 217

Town of Adrian Total: 5

Town of Angelo Total: 1

Town of Byron Total: 8

Town of Grant Total: 3

Town of Greenfield Total: 3

Town of La Grange Total: 10

Town of Lincoln Total: 7

Town of Oakdale Total: 2

Town of Ridgeville Total: 1

Town of Scott Total: 1

Town of Sparta Total: 2

Town of Tomah Total: 6

Village of Oakdale Total: 1

Village of Warrens Total: 2

Village of Wilton Total: 1

Village of Wyeville Total: 1

Total: 10

Total Records: 283



City of Tomah City Council Meeting – December 19th, 2023

Public Safety director's Report for: **November**

1. **STAFFING:** As of the end of November we are at full staff, we also have five part-time paramedics and eleven part-time EMT's.
2. **BUILDING:** We continue to chop away at the punch list, lots of little items are being taken care of each week. LVC, the low voltage contractor, continues to wait on some parts for the training tower. Keller continues to call and stop in to ensure everything is operating as it should.
3. **VEHICLES:** All apparatus are in service and functioning in good working condition. Unit 269 is scheduled to be at the remount in mid-December, and we should receive the unit back within 90 days.
4. **OTHER:** We worked on completing the union negotiations and are hopeful to ratify the contract soon.

Yours in Safety

Public Safety Director / Fire Chief

Tim Adler

Transfer Statistics break down

November 2023 Statistics

Year to Date Calls for Service – 2,973

- Calls with multiple ambulances – 95

Year to Date Reports Written – 2,990

Calls for Service in November – 283

- Calls with multiple ambulances – 1
- Reports Written in November – 278

Salaried Employee Stipends in November – 0

Year to Date Salaried Employee Stipends – 4 – \$500.00

Year to Date – All Transfers – 1037 Requested. Accepted 828, Declined 209 – 79.85%

- Tomah Health ER– Requested 638, Accepted 601. **94.20% Accepted.**
 - Reasons for Turn Down
 - On Transfer/911 Calls / Would Not Wait – 21
 - Medical Necessity – 3
 - Two Transfers at the Same Time – 3
 - Crew Safety – 1
 - Delayed/Weather – 1
 - Unknown – 1
- Tomah Health OB & Acute Care – Requested 72, Accepted 67. **93.06% Accepted.**
 - Reasons for Turn Down
 - On Transfer/911 Calls / Would Not Wait – 4
 - Patient Condition/Patient Flown – 1
- Tomah VA – Requested 113, Accepted 104. **92.04% Accepted.**
 - Reasons for Turn Down
 - On Transfer/911 Calls / Would Not Wait – 4
 - Accepted/Turned Down Due to Call Volume – 1
 - Unknown – 1
- Critical Care Transfers – Requested 36, Accepted 26. **72.22% Accepted.**
 - February – Mile Bluff to La Crosse – Staffing
 - May – Tomah Health to Gundersen – On Transfer to Rochester
 - May – Vernon Memorial to Gundersen – Weather
 - July – Mile Bluff to Gundersen – Pending Tomah Health Critical Care Transfer
 - July – Black River Memorial to Eau Claire – Staffing
 - August – Mayo La Crosse to UW-Madison – Patient Condition / Helicopter
 - September – Mile Bluff to Gundersen – Patient Condition / Helicopter
 - October – Mayo La Crosse to UW-Madison – Called By UW-Medflight
 - October – Gundersen to UW-Madison – Patient Condition/Distance
 - November – Mayo Lax to Mayo Rochester – Neonatal Specialty Transport

- In 2021, we started documenting transfer requests from Gundersen affiliated hospitals. In 2023, we have received 124 transfer requests from these hospitals or through Tri-State Dispatch. Of these 124 requests, we have accepted 5.

November Transfers – 97 Requested. Accepted 75, Declined 22.

- Critical Care Transfers – 3
 - Accepted – 2
- Reasons for Turn Down in November
 - On Transfers or 911s/Would Not Wait– 12 (Tomah Health-7, TVA-2, Outlying-3)
 - Medical Necessity – 4 (Tomah Health-1, Outlying-3)
 - Staffing / Call Volume – 3 (All from Outlying Hospitals)
 - Call Volume – 2 (All from Outlying Hospitals)
 - Patient Condition – 1 (Critical Care/Outlying Hospital)
 - 11/17/2023 – 7 transfer requests in 3 hours – 5 from Tomah Health, 1 from Mile Bluff, 1 from Black River Memorial. We transported 3 from Tomah Health.
 - 11/20/2023 – 6 transfer requests in 6 hours – 2 from Tomah Health, 3 from Tomah VA, 1 from Black River Memorial. We transported 3, 1 from Tomah Health, 2 from Tomah VA.

Mutual Aid

- **Assisted – 12 (Took a Pass on 2 due to our own call volume/staffing)**
 - **Camp Douglas Ambulance - 6**
 - **Intercept** – Cancelled
 - **Mutual Aid** – Motor Vehicle Accident – Provided 2 ambulances. One patient transported by Helicopter to UW-Madison, one patient transported by ground to Gundersen La Crosse.
 - **Mutual Aid** – Weakness – Transported to Mile Bluff in Mauston.
 - **Intercept** – Stroke – Cancelled (Camp Douglas provided the wrong intercept location.)
 - **Mutual Aid** – Motor Vehicle Accident – Refusals
 - **Mutual Aid** – Fall – Declined due to staffing.
 - **Black River Falls Ambulance – 3** (Provided coverage for an active-duty firefighter/EMT funeral)
 - **Mutual Aid** – Weakness – Transport to Black River Memorial
 - **Mutual Aid** – Lift Assist – Refusal
 - **Mutual Aid** – Syncope – Refusal
 - **Wilton Ambulance – 2**
 - **Intercept** – Declined due to staffing.
 - **Intercept** – Seizure – Transported to Tomah Health
 - **Other – 1** – Out of Area Hospice Transfer
- **Requested – 8**
 - Fort McCoy – 8
 - **Change of Quarters** – Three Ambulances on duty, two on transfers, one on 911 call.

- **Change of Quarters** – Two Ambulances on duty, one on a transfer, one on 911 call.
- **Change of Quarters** – Three Ambulances on duty, one on transfer, two on 911 calls.
- **Change of Quarters** – Two Ambulances on duty, both on a motor vehicle accident.
- **Change of Quarters** – Three Ambulances on duty, one on transfer, two on 911 calls.
- **Change of Quarters** – Two Ambulances on duty, one on a transfer, one on 911 call.
- **Mutual Aid** – Motor Vehicle Accident – Two ambulances on duty, one on a 911 call, requested as a second ambulance for the accident. Cancelled.
- **Change of Quarters** – Three Ambulances on duty, one on transfer, two on 911 calls.

Legal Blood Draws

- **November – 4 (Year to Date – 41)**

TAAS Monthly Statistical Report September 2023

Calls For Service 277 1 Year Ago: 247	Cancelled/No Transport 72 1 Year Ago: 62	Facility Transfers 75 1 Year Ago: 74	Denied Transfers 22 1 Year Ago: 30	Salary Stipend \$0.00 Yr to Date: \$500.00
Total Miles Driven 4105.4 1 Year Ago: 4387.5	Mutual Aid Requests 12 Asst / 8 Req / 4 Blood Draw 1 Year Ago: 14	Incoming Payments \$266,213.73 Yr to Date: \$2,421,409	Billed To Patients \$386,862.20 Yr to Date: \$4,450,202	Total Bad Debt Collected in 2023 \$77,050.82
Billed Medicare \$117,438.80 Yr to Date: \$1,347,419	Collected Medicare \$59,692.65/JUST NGS Yr to Date: \$427,289	Uncollectable-Medicare (30% Retrivable) \$147,363.72/JUST NGS Yr to Date: \$1,262,227.20		
Billed Medicaid \$55,489.10/JUST EDS Yr to Date: \$779,971	Collected Medicaid \$20,717.98/JUST EDS Yr to Date: \$188,572	Medicaid Write-Off \$45,216.99 Yr to Date: \$461,552		
Billed Insurance \$113,279.40/also other ngs&eds Yr to Date: \$1,313,207	Collected Insurance \$37,236.80 Yr to Date: \$322,625	Write-Off Per Insurance \$8,808.26 Yr to Date: \$83,272	Collections \$8,091.29 Yr to Date: \$183,527	Collected Patient \$20,072.31 Yr to Date: \$522,382
Billed V.A. \$100,654.90 Yr to Date: \$880,653	Collected V.A. \$128,493.99 Yr to Date: \$906,492	Outstanding V.A. 2022: \$1,416.00 2023 As of 12/5: \$54,537.30		

NOTES:

CURRENT ROSTER EMPLOYEE ROSTER

Number / Job Status	Licensure	Name	Status	Number / Job Status	Licensure	Name	Status
Full-Time Staff				Part-Time Staff			
1	FT Director	Chief Tim Adler		20	PT Paramedic/CC	Jeremy Schaller	
2	FT Admin. Asst.	Christi Anderson		21	PT Paramedic/CC	Gus Stephenson	
3	FT Bookkeeping	Candi Maas		22	PT Paramedic/CC		
4	FT Paramedic/CC	Dep Chief Adam Robarge		23	PT Paramedic	Laura Scharlau	
5	FT Paramedic/CC	C.L. Brandon Sibert	A-Shift	24	PT Paramedic	Allen Sheston	
6	FT Paramedic/CC	C.L. Chris Brigson	B-Shift	25	PT Paramedic	Trevor Multhaup	
7	FT Paramedic/CC	C.L. Jeremy Becker	C-Shift	26	PT Paramedic		
8	FT Paramedic/CC	Mitch Larkin	C-Shift	27	PT AEMT	Chris Prindiville	
9	FT Paramedic/CC	Michael Forlines	A-Shift	28	PT AEMT	Tim Ehlers	
10	FT Paramedic/cc	Morgan Scharlau	B-Shift	29	PT AEMT	Hannah Flachsbart	
11	FT AEMT	Stacy Frost	C-Shift	30	PT AEMT		
12	FT AEMT	Stacey Zellmer	A-Shift	31	PT EMT	Rostislav Yerokhin	
13	FT Paramedic	Dawson Dean	A-Shift	32	PT EMT	Ben Ramos Mendoza	
14	FT AEMT	Sara Moore	B-Shift	33	PT EMT	Josh Wilcox	
15	FT Paramedic/CC	Lisa Hart	A-Shift	34	PT EMT	Kerry Ely	
16	FT Paramedic	Jenna Quackenbush	B-Shift	35	PT EMT	Mara Goede	
17	FT AEMT	Brandon Maurico	C-Shift	36	PT EMT	Shana Adams	
18	FT Paramedic	David Smith	C-Shift	37	PT EMT	Emily Bertram	
19	FT EMT	Katie Karper		38	PT		

Monthly Invoices November 2023

ACCT #	DATE	DESCRIPTION & INVOICE #	CREDIT CARD YES	AMOUNT
2900	11/1/2023	DAS Health Inv. 48668 (ACH payment)		\$287.00
3400	10/31/2023	Mississippi Welders Inv. 1678864		\$12.40
3400	8/23/2023	Mississippi Welders Inv. 493168		\$62.47
2210	11/2/2023	Alliant Energy		\$1,658.49
2900	11/5/2023	Nsure Inv. 06486 (ACH payment)		\$699.00
3500	10/10/2023	Larkins Inv. 85159		\$2,371.23
3500	10/17/2023	Larkins Inv. 85236		\$246.49
3500	10/25/2023	Larkins Inv. 85344		\$157.05
3500	10/25/2023	Larkins Inv. 85304		\$87.10
2230	11/1/2023	First Net Inv. 287303615675X11012023		\$398.93
2200	11/1/2023	WE Energies		\$438.00
3402	10/31/2023	Emergency Medical Products Inv. 2594194		\$551.58
3402	10/31/2023	Bound Tree Inv. 85141424		\$358.19
2220	11/2/2023	City W&S		\$180.58
2230	11/1/2023	Lynxx Networks		\$543.13
3500	11/8/2023	Auto Value Inv. 522253665		\$88.78
3400	10/20/2023	Walmart		\$35.44
3402	11/7/2023	Bound Tree Inv. 85148686		\$147.65
3400	10/30/2023	Quill Inv. 35406084		\$437.94
3402	11/8/2023	Emergency Medical Products Inv. 2595854		\$226.94
2900	11/14/2023	Tri State Business Machines Inv. 586774		\$106.74
3100	11/16/2023	USPS - Stamps	X	\$66.00
2900	11/15/2023	Cram's Computer Center Inv. 6063		\$159.00
3400	11/8/2023	Mississippi Welders Inv. 493453		\$86.87
3402	11/17/2023	Medline Inv. 2294729530		\$292.34
3402	11/15/2023	Emergency Medical Products Inv. 2597389		\$225.72
3500	11/9/2023	Stryker Inv. 9204996884		\$11.02
3402	11/16/2023	Emergency Medical Products Inv. 2597816		\$829.97
2900	11/1/2023	DAS Health Inv. 51115 (ACH payment)		\$156.26
3402	11/20/2023	Bound Tree Inv. 85161831		\$414.98
3402	11/21/2023	Emergency Medical Products Inv. 2598728		\$51.66
3402	11/17/2023	Emergency Medical Products Inv. 2598025		\$3.98
3402	11/17/2023	Emergency Medical Products Inv. 2597989		\$5.97
3400	11/28/2023	Confidential Records Inv. 58671		\$48.00
3400	1/29/2023	Walmart	X	\$46.60
3350	11/30/2023	NAAC Training for Candi	X	\$455.00
3400	11/30/2023	Walmart	X	\$23.14
2900	11/20/2023	Canon Financial Inv. 31614416		\$73.00
				\$12,044.64



SENIOR & DISABLED SERVICES DEPARTMENT MONTHLY REPORT



This report is a communication tool to keep you all updated.

DECEMBER 2023	<i>"Hello" from Pam</i>			<p>"Do battle against prejudice and discrimination whenever you find it." ~Author Unknown</p>
<p>"Here at the Senior Center, we are all about making friends, being friends, keeping friends and spending time with friends." ~Pam Buchda</p>	<p>"Laugh Often ~ Live Well ~ Love Much" "The purpose of activities is not to kill time, but to make time live. Not to keep a person occupied, but to keep him/her refreshed. Not to offer an escape from life, but to provide a discovery for life". ~Author Unknown</p>		<p>"Happiness is not a destination. It is a method of life" ~Burton Hills</p> <p>What are 3 things you are grateful for?</p>	

HAPPY HOLIDAYS EVERYONE!!!

In Tomah area, the holiday season officially starts on the Friday after Thanksgiving, with the Holiday Parade (sponsored by the Chamber) on Superior Ave., and the lighting of the Tomah Holiday Lights at Winnebago Park.

Traditionally for me, the holidays start with St. Nicholas Day on December 6th and end on January 6th which is the 12th Day of Christmas/Epiphany Day/3 Kings Day.

I am taking this opportunity to wish everyone HAPPY HOLIDAYS!
Why do I wish people "Happy Holidays"? Because from November 1 to January 15 there are approximately 29 holidays observed by 7 of the world's major religions. And I don't think mine are the only ones that count.

Remember to Count Your Blessings - things you are grateful for - at least 3 a day. I am grateful for you and my senior center family! Thank You.



The Senior Center will be **CLOSED on Monday, December 25 & Tuesday, December 26, 2023**, for the HOLIDAY TIME OFF.
We will be open again on Wednesday, December 27.

The Senior Center will be **CLOSED on Monday, January 1, 2024** for the NEW YEAR DAY HOLIDAY.
We will be open again on Tuesday, January 2nd.



December: [də-'sɛm-bər] -n.

A month of lights, snow, and feasts. A time to make amends, and tie up loose ends. A time to finish what you started and hope that your dreams come true.

QuotesIdeas.com



"THE HOLIDAY SEASON IS A PERFECT TIME TO REFLECT ON OUR BLESSINGS AND SEEK OUT WAYS TO MAKE LIFE BETTER FOR THOSE AROUND US."
-TERRI MARSHALL

CONTACT INFORMATION

Please share with Pam or Paulette **YOUR CONTACT INFORMATION** ...your name, phone number, email, address, & birthdate (may, but do not have to share year).



SENIOR & DISABLED SERVICES DEPARTMENT MONTHLY REPORT



YEARLY ATTENDANCE/USAGE COMPARISONS

Month	#Usage Participants	Vol.s	Number Days Open & includes Weekends & Evenings	Month	#Usage Participants	Vol.s	Number Days Open & includes Weekends & Evenings
January				July			
2023	1,387+	187+	23 -1 Sun., 4 Eve.s, & 1 Sat	2023	1,741+	203+	24-3 Sun.,1 Eve.s, & 1 Sat.
2022	856+	93+	24 -1 Sun., 1 Eve.s, & 2 Sat.	2022	1,215+	161+	21-1 Sun., 5 Eve.s, & 0 Sat.
2021	407+	21+	20 -0 Sun., 2 Eve.s, & 1 Sat. Masks Required	2021	1,078+	71+	21-1 Sun., 5 Eve.s & 1 Sat. Masks Optional July 26 th Meal Site Reopened
February				August			
2023	1,626+	207+	21 -1 Sun., 2 Eve.s, & 1 Sat.	2023	2,201+	239+	28-3 Sun., 2 Eve.s, & 2 Sat.
2022	1,039+	111+	19 -0 Sun., 2 Eve.s, & 0 Sat.	2022	1,486+	202+	25-1 Sun., 4 Eve.s, & 1 Sat.
2021	383+	20+	20 -0 Sun., 1 Eve.s, & 1 Sat. Masks Required	2021	1,253+	139+	24-1 Sun., 4 Eve.s, & 1 Sat.
March				September			
2023	2,349+	263+	26 -1 Sun., 6 Eve.s, & 2 Sat.	2023	1,927+	208+	24-3 Sun., 6 Eve.s, & 1 Sat.
2022	1,390+	138+	24 -1 Sun., 5 Eve.s & 0 Sat.	2022	1,332+	170+	22-1 Sun., 6 Eve.s, & 1 Sat.
2021	617+	37+	21 -0 Sun.,1 Eve.s, & 1 Sat. Masks Required	2021	1,134+	112+	23-1 Sun., 8 Eve.s, & 1 Sat.
April				October			
2023	1,870+	232+	26 -1 Sun., 6 Eve.s, & 2 Sat.	2023	2,370+	282+	26 -3 Sun,11 Eve.s,& 1 Sat.
2022	1,340+	138+	21 ½-1 Sun, 9 Eve.s & 0 Sat.	2022	1,736+	244+	21- 1 Sun., 7 Eve.s, & 1 Sat.
2021	689+	43+	20 -0 Sun.,1 Eve.s, & 1 Sat. Masks Required	2021	1,410+	142+	24 -2 Sun., 8 Eve.s, & 1 Sat.
May				November			
2023	1,898+	247+	24 -1 Sun., 4 Eve.s, & x 1 Sat.	2023	1,862+	236+	25-3 Sun.,7 Eve.s, & 2 Sat.
2022	1,426+	128+	22 -1 Sun., 7 Eve.s, & 0 Sat.	2022	1,322+	228+	21-1 Sun., 5 Eve.s, & 1 Sat.
2021	657+	37+	20 -0 Sun.,3 Eve.s, & 1 Sat. Masks Required	2021	1,101+	122+	20-1 sun., 5 Eve.s, & 1 Sat.
June				December			
2023	1,795+	224+	25 -1 Sun., 1 Eve.s, & 2 Sat.	2023	+	+	xx -x Sun., x Eve.s, & x Sat.
2022	1,461+	162+	23 -1 Sun., 6 Eve.s, & 0 Sat.	2022	1,230+	219+	21-0 Sun., 6 Eve.s, & 1 Sat.
2021	965+	44+	22 -1 Sun.,6 Eve.s, & 1 Sat. Masks Required	2021	1,006+	88+	22-1 Sun., 5 Eve.s, & 1 Sat.
				TOTAL			
				2023	+	+	
				2022	15,833+	1,994+	
				2021	10,700+	876+	

NOTE: Did Not Take Daily Attendance Before COVID.
Meal Site Closed from March 17, 2020 to July 26, 2021. Senior Center Closed from March 17, 2020 to June 15, 2020.

NOTE: We do not always see/know how many people are in some evening activities or coming to the Traveling Office Hours, using the Giving Closet or the Library, or the Reading Table, Etc. We can tell, later, that these services have been used, but not by how many people. So we use the + sign to denote that additional people, above the numbers recorded, have used our services.

SENIOR & DISABLED SERVICES DEPARTMENT MONTHLY REPORT



Listed are the City of Tomah’s Senior & Disabled Services Department’s **categories for goals and the main long-range goal(s) for each category**, as well as a monthly update in each category.

Throughout the year, the Senior & Disabled Services Director has “mini”/short-term goals for each of the categories to help reach the main goals. As short-term goals are met and as new opportunities and information arise throughout the year, new “mini” goals are developed.



SENIOR & DISABLED SERVICES DEPARTMENT MONTHLY REPORT




**READY,
SET...
GOALS!**

01 RECREATION & LEISURE ACTIVITIES/GATHERING PLACE



GOAL(S): To maintain & grow programs, services, & community events at/for the senior center.

-Ongoing: **ACTIVITIES/EVENTS:** -Activities & events are listed in our monthly newsletter, on the big "daily" board in senior center, and on the 'Tomah Senior Center' Facebook page.
-If you have **suggestions or a particular interest** you would like to see happen, please share it with Pam at the senior center or at pbuchda@tomahwi.gov or 608-374-7476.

COFFEE TIME & VISITING


	<p>DAYS: Mondays thru Fridays TIME: 9:00am <i>(coffee on pretty much all day)</i> COST: Free <i>(coffee cart donations accepted)</i></p>	<p><i>Come and join us for coffee and visiting. Good People-Good Place</i></p>
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PUZZLE TABLE


 <p>We accept donations of puzzles.</p>	<p>We have a table with a community jigsaw puzzle being put together. Everyone is welcome to work on it. <i>NOTE: We frame some of the puzzles and use them as a fundraiser.</i></p>	 <p>We have puzzles that can be borrowed & returned.</p>
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-Ongoing: **GAMES:**


BINGO

	<p>DATE: Monday, Thursday & Friday TIME: 1:00pm COST: 50 cents a card PLACE: Kupper Ratsch Senior Center SPONSOR(S): People who are playing. VOLUNTEERS: People from the group.</p>	<p>VOLUNTEER CALLERS: June Abbott, Mary Boettcher, Richard Gegenfurtner, Marvin Henricks, Siegrun Horst, & Bev Thorp.</p>
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BINGO BASH

	<p>DATE: Second Monday TIME: 1:00pm COST: FREE (play 1 card) PLACE: Kupper Ratsch Senior Center</p>	<p>SPONSOR(S): People who donated items. VOLUNTEERS: People from the group</p>
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PFEIFFER

	<p>DATE: Tuesdays TIME: 12noon - 1:00pm (before euchre) COST: Free PLACE: Kupper Ratsch Senior Center</p>	<p>VOLUNTEERS: People from the group</p>
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GAMES OF CHOICE

	<p>DATE: Tuesdays TIME: 12:30pm COST: Free PLACE: Kupper Ratsch Senior Center VOLUNTEERS: People from the group</p>	<p>Checkers, Dominos, Phase 10, Scrabble, Sequence, Skip Bo, Uno, Wizard, Yahtzee, Etc</p>
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SENIOR & DISABLED SERVICES DEPARTMENT MONTHLY REPORT



01 RECREATION & LEISURE ACTIVITIES/GATHERING PLACE, continued...

-Ongoing: **GAMES, continued:**

EUCHRE



DATE: Tuesdays
TIME: 1:00pm
COST: \$2 (10 cents a bump, & 25 cents bump if go alone & don't win)
PLACE: Kupper Ratsch Senior Center
SPONSOR(S): People who are playing.

VOLUNTEERS: People from the group

BRIDGE



DATE: 2nd Tuesdays
TIME: 1:00pm
COST:
PLACE: Kupper Ratsch Senior Center

VOLUNTEER(S): People from the group

PINOCHLE



DATE: Wednesdays
TIME: 12:30pm
COST: FREE
PLACE: Kupper Ratsch Senior Center

VOLUNTEER(S): People from the group

CANASTA



DATE: Wednesdays
TIME: 1:00pm
COST: Free
PLACE: Kupper Ratsch Senior Center

VOLUNTEER(S): People from the group

-Ongoing: **CREATIVE GROUPS:**

QUILTING GROUP



People who sew & quilt are welcome.

DATE: First & Third Wednesdays
TIME: 10:30am to 3:30pm
COST: FREE. *Bring your sewing machine & projects, enjoy fellowship and exchange of ideas*
PLACE: Kupper Ratsch Senior Center
VOLUNTEERS: People from the group



People who Crochet & Knit are also welcome.

CREATIVE CORNER

SCHEDULE A LITTLE CREATIVE TIME FOR YOURSELF! EVERY 2nd & 4th WEDNESDAY!



DATE: Second & Fourth Wednesdays
TIME: 10:30am - 3:30am
Bring your own lunch or sign up ahead of time for the county's nutrition site meal.
COST: Free
PLACE: Kupper Ratsch Senior Center

Bring whatever project you are working on – like painting, drawing, photography, paper crafts, beadwork, jewelry making, crocheting, embroidery, or knitting.
We have card tables.



SENIOR & DISABLED SERVICES DEPARTMENT MONTHLY REPORT



**READY,
SET...
GOALS!**

01 RECREATION & LEISURE ACTIVITIES/GATHERING PLACE

-Ongoing: **CREATIVE GROUPS**, continued:

BASKET WEAVING CLASS

Volunteer Instructor is planning on doing 1 class a month, dates to be determined.



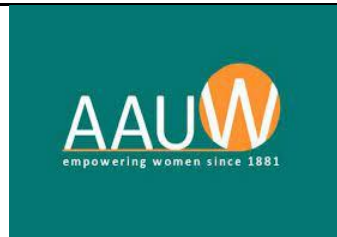
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DATE: 3rd Monday
TIME: 10:30pm to 4:30pm
COST: \$12 for supplies, will vary from class to class on basket style being done.
PLACE: Kupper Ratsch Senior Center
INSTRUCTOR: Rose Berry

Limit of 12 to a class.
SIGN-UP: with Pam at senior center, 608-374-7476, or pbuchda@tomahwi.gov

-Ongoing: **BOOKINGS:** We continue to book appropriate groups to use the senior center.

AMERICAN ASSOCIATION OF UNIVERSITY WOMEN-Tomah Branch Meeting



DATE: 4th Tuesdays (Jan., Feb, April, Sept, Oct., Nov. here; & March, May & Dec. elsewhere)
TIME: 5:30pm-7:30pm
PLACE: Kupper Ratsch Senior Center
PROGRAM: TBA

AAUWTomah@gmail.com

CONTACT: President
Cindy Zahrte

The BIBLE STUDY FELLOWSHIP Meeting



DATE: Thursdays (Jan.-May & Sept-Dec., --- In winter, some in person & some on-line.)
TIME: 6:00pm - 7:30pm
PLACE: Kupper Ratsch Senior Center
CONTACT: Kris Kuhl 608-372-7181



AM VETS Meeting



DATE: Third Saturday
TIME: 4:30pm
PLACE: Kupper Ratsch Senior Center
CONTACT: amvets2180@gmail.com

-Don Vander Molen, VAVS Representative 262-391-9505
 -Glenn Gallagher, Deputy Representative 608-344-1679

-SPECIAL EVENTS:

CHRISTMAS PARTY at the SENIOR CENTER



DATE: Friday, December 08, 2023
TIME: 1:30pm
PLACE: Kupper Ratsch Senior Center
COST: Free
SPONSOR: Rotary Club of Tomah
Live Music by Community Members, Cranberry Royalty Court, Visit from Santa, Goodie bags, Cookies,



NOTE: Between people attending the party & people entertaining, we had 103 people at the party. Lots of music, fun, visiting, beverages and cookies, and photo opportunities. Santa was here for the whole party and even got his beard pulled to see if it was real.





SENIOR & DISABLED SERVICES DEPARTMENT MONTHLY REPORT



READY, SET ... GOALS!

01 RECREATION & LEISURE ACTIVITIES/GATHERING PLACE, continued...



Ongoing: **LIVE MUSIC:**

LIVE MUSIC AT THE SENIOR CENTER



CIRCLE J BAND

Steve & Mary Jorgensen

DATE: Friday, December 01, 2023
TIME: 10:15am-11:15am
COST: Free Admission
PLACE: Kupper Ratsch Senior Center
SPONSORS: Dr. Richard Ahn



LIVE MUSIC AT THE SENIOR CENTER



SHARI SARAZIN

DATE: Friday, December 08, 2023
TIME: 10:15am-11:15am
COST: Free Admission
PLACE: Kupper Ratsch Senior Center
SPONSORS: Dr. Richard Ahn



LIVE MUSIC AT THE SENIOR CENTER



MICHAEL SLATER

DATE: Friday, December 15, 2023
TIME: 10:15am-11:15am
COST: Free Admission
PLACE: Kupper Ratsch Senior Center
SPONSORS: Volunteers time & talents



LIVE MUSIC AT THE SENIOR CENTER



KEVIN MATTSON

DATE: Friday, December 22, 2023
TIME: 10:15am-11:15am
COST: Free Admission
PLACE: Kupper Ratsch Senior Center
SPONSORS: Tomah Lion's Club



LIVE MUSIC AT THE SENIOR CENTER



CIRCLE J BAND

Steve & Mary Jorgensen

DATE: Friday, December 29, 2023
TIME: 10:15am-11:15am
COST: Free Admission
PLACE: Kupper Ratsch Senior Center
SPONSORS: Sue O'Neil





**SENIOR & DISABLED SERVICES
DEPARTMENT
MONTHLY REPORT**



**READY,
SET...
GOALS!**

02 EDUCATIONAL & HEALTH PROGRAMS

GOAL: A. To maintain and grow programs/guest speakers at the Senior Center on educational, health and assistance programs/services.

-Ongoing: **RESOURCE CONTACT INFORMATION BOOKLETS** in magazine racks by front & back doors and/or see Pam for information.

-Ongoing: **COMMON-SENSE (HEALTH) PRECAUTIONS** adjusted as needed

**COMMON SENSE HEALTH PRECAUTIONS FOR ANY TIME...
for colds, flu, coronaviruses/COVID, and other illnesses.**



1. WASH HANDS OFTEN.
Use **HAND SANITIZERS** if cannot wash hands.
2. Keep your **HANDS AWAY FROM** your **FACE**.
3. **COUGH/SNEEZE INTO** your **INNER ELBOW**.
4. Wear a **MASK** if you choose.
5. Wear **GLOVES** if you choose.
6. Practice **PHYSICAL DISTANCING** if you choose.
3 to 6 feet is recommended.
7. **STAY AT HOME IF YOU ARE SICK!**
8. **COME BACK** when you are better.

"We also need to be aware of that some of us have "underlying conditions", so we may cough and sneeze because of allergies, asthma, and/or heart/lung conditions and not a "catching" sickness. Please continue to be kind and understanding.

Ongoing:

LIBRARY



We have a nice, small library here. We loan books out free of charge. Just return the books when you are done, so someone else can read them.
We accept donations of books.

"The more that you read, the more things you will know. The more you learn, the more places you'll go."
~Dr. Seuss

"A book is a Dream that you hold in your hand." ~ Neil Gaiman

-Ongoing:

READING TABLE



We have a "reading table" with articles, newspapers, and magazines. **Newspapers stay here to read**, and magazines may be taken home.

We accept donations of magazines.

EDUCATIONAL & SUPPORT PROGRAMS, continued...

-Ongoing: **VA CAREGIVERS SUPPORT GROUP**

VETS CAREGIVER SUPPORT GROUP



DATE: First Monday - in January 2nd Mon
TIME: 1:00pm - 2:30pm
PLACE: Kupper Ratsch Senior Center
SPONSOR(S): VA Medical Center

CONTACT: Barbara Iwanowicz
Barbara.Iwanowicz@va.gov
or 608-372-3971 x64441
COST: Free

MILITARY SERVICE BOARD AT SENIOR CENTER



We have a Military Service Board with pictures of people past and present who have served in the military. You are welcome to bring pictures of people who have served to add to the board.

Some of the pictures have no name on them. If you know who some of them are, please tell staff who they are and the correct spelling of the names, so we can label them.



**SENIOR & DISABLED
SERVICES DEPARTMENT
MONTHLY REPORT**



**READY,
SET
GOALS!**

02 EDUCATIONAL & HEALTH PROGRAMS, continued...

-Ongoing: EDUCATIONAL & SUPPORT PROGRAMS, continued...

AMERICAN SIGN LANGUAGE (ASL) STUDY GROUP



DATE: Thursdays
TIME: 10:00am
COST: FREE
PLACE: Kupper Ratsch Senior Center
FACILITATOR: Volunteer John Berry

This is oriented towards beginners, but people with some knowledge of ASL are also welcome.

Ongoing: TECHNOLOGY MUSIC PRESERVATION PROGRAM:

MUSIC PRESERVATION PROGRAM



(Equipment funded by a grant from the Earle Trust.)

DAYS: By appointment
TIME: When open
COST: Is the cost of the USB/thumb drive or CD that it recorded onto. We will obtain them for you.

The program's goal is to "record" favorite music so we can store and save the music on devices that can be played on equipment that is currently readily available.

-Ongoing: TECHNOLOGY PROGRAM:

iPADS & WiFi



(Equipment thanks by a grant from the Frank G. Andres Charitable Trust.)

DAYS: By appointment
TIME: When open
COST: Free
 We have **WiFi** here at the senior center. Ask Pam for the code.
(Equipment thanks by a grant from the Frank G. Andres Charitable Trust.)

We have **iPads** people can use here at the senior center. If you wish to learn how to use **iPads**, let Pam know and she will get someone lined up to help you learn.

-Ongoing: HEALTH PROGRAMS:

-Ongoing:

WEIGH-IN



shutterstock.com - 1601164

DAYS: Mondays thru Fridays
TIME: 8:30am to 4:30pm *(just come in, or call Pam & set up a day & time)*
COST: Free
 Often when we try to lose weight, we need someone to be accountable to. Pam is willing to be your person to weigh you weekly at the senior center.

Pam is not a dietician or expert, however, is someone who does understand the ups and downs of the battle. Pam is also willing to be your soundboard if you should want to talk to someone about your plan and the ups and downs of your journey with it. Let's call it coaching or cheerleading.

We will offer this course again when 6 to 12 people sign up for them...

Sign up with Pam

STAND UP FOR YOUR HEALTH

Not an exercise program - a lifestyle choice course



DATE: 1 Day for 4 weeks +
Refresher session 4 weeks later
 Dates to be set when we have 6-12 people
TIME: 1:30 to 3:30pm
PLACE: Kupper Ratsch Senior Center
COST: FREE
INSTRUCTOR: Pam Buchda 608-374-7476

**6 to 12 people
Sign up with Pam**

**Classes to assist you in
some healthier lifestyle
choices/practices.**



SENIOR & DISABLED SERVICES DEPARTMENT MONTHLY REPORT



**READY,
SET
GOALS!**

02 EDUCATIONAL & HEALTH PROGRAMS, continued...

-Ongoing: **HEALTH PROGRAMS:**

-Ongoing: **CONDITIONING (Exercise) with CHAD**



DATE: Some Sundays – December 10
TIME: 2:00 – 3:00pm
COST: FREE
PLACE: Kupper Ratsch Senior Center
FACILITATOR: Chad Dobson, Volunteer

*We have the weights, balls, stretch bands, & steps to use.
Bring your water bottles.*

-Ongoing: **CORE (Exercise) BUILDING with SIEGRUN**



DATE: Tuesdays
TIME: 10:30 – 11:00am
COST: FREE
PLACE: Kupper Ratsch Senior Center
FACILITATOR: Siegrun Horst, Volunteer

**Good not only for core body strength, but also for bladder control.
We have the equipment.
Bring your water bottles.**

-Ongoing: **WELLNESS EXERCISE**

We have weights, balls, stretch bands, & steps to use.



DATE: Mon, Wed. & Fri
TIME: 9:00-10:00am
COST: FREE
PLACE: Kupper Ratsch Senior Center
FACILITATOR: Pam &/or people in group



-Ongoing: **LINE DANCING**



DATE: Tuesdays & Thursdays
TIME: 9:00am to 10:00
 9:45am to 10am Beginner Lessons
COST: FREE
PLACE: Kupper Ratsch Senior Center
VOLUNTEER(S): Siegrun Horst



**We will offer this course again when 6 to 12 people sign up for them...
Sign up with Pam**

PHYSICAL ACTIVITY FOR LIFELONG SUCCESS (PALS)

Exercise program



6 to 12 people for the 10 week Exercise course, and 10 week follow up with 6 coaching sessions & 2 Booster classes

DATES: Course: Dates to be set when we have 6-12 people for course.
DAYS & TIMES:
Tuesday 1:45-3:30 (class & exercise)
Thursdays 2:30-3:30 (exercise)
Fridays 2:30-3:30 (exercise)
COST: FREE
PLACE: Senior Center
INSTRUCTOR: Pam Buchda, Director

**To Pre-register...
See Pam to sign-up for class 608-374-7476 or pbuchda@tomahwi.gov**

This CLASS IS FREE and FUN!





**SENIOR & DISABLED SERVICES
DEPARTMENT MONTHLY REPORT**



02 EDUCATIONAL & HEALTH PROGRAMS, continued...


-Ongoing: TRAVELING OFFICE HOURS:

COFFEE TIME WITH DEMENTIA CARE SPECIALIST-TRAVELING OFFICE HOURS



DATE: 2nd Wednesday,
TIME: 9:00am–11:00am
COST: FREE
PLACE: Kupper Ratsch Senior Center
CONTACT: 608-387-9250 emily.reitz@co.monroe.wi.us

Stop in to talk with **Emily Reitz**
Dementia Care Specialist
ADRC of Monroe County



*Hello, my name is Emily Reitz and I am a Dementia Care Specialist for ADRC of Monroe County.
My role is to provide education and information on what dementia is and what it looks like.
Please stop by and say hi when you see me at the senior center during my office hours there.*

COFFEE TIME WITH ST. CROIX HOSPICE - TRAVELING OFFICE HOURS



DATE: 3rd Wednesday
TIME: 9:00am–11:00am
COST: FREE
PLACE: Kupper Ratsch Senior Center
CONTACT: 608-461-8093 jpeterson@stcroixhospice.com

Stop in to talk with **Janessa Peterson**
ST. CROIX
HOSPICE
There when you need us the most.


*Hello, my name is Janessa Peterson and I am a Care Transition Coordinator for St. Croix Hospice.
My role is to provide education and information on what hospice and palliative care is and what it looks like.
Please stop by and say hi when you see me at the senior center during my office hours there.*

COFFEE TIME WITH COMMUNITY HEALTH WORKER



DATE: 4th ~~Wednesday~~ December 14th
TIME: 9:00am–11:00am
COST: FREE
PLACE: Kupper Ratsch Senior Center
CONTACT: 608-269-8636 or 608-219-1710
Stephanie.Haas@gwaar.org

Stop in to talk with **Stephanie Haas**
COMMUNITY HEALTH WORKER
ADRC of Monroe County



*Hello, my name is Stephanie Haas and I am a Community Health Worker for ADRC of Monroe County.
My role is to provide education and information on health issues.
Please stop by and say hi when you see me at the senior center during my office hours there.*

COFFEE TIME WITH Tomah Health HOSPICE & PALLIATIVE CARE



DATE: 4th Thursday
TIME: 9:00am–11:00am
COST: FREE
PLACE: Kupper Ratsch Senior Center
CONTACT: 608-374-0250 SWilliams@tomahhealth.org

 **Tomah Health**
HOSPICE TOUCH &
LIFE CHOICES PALLIATIVE CARE

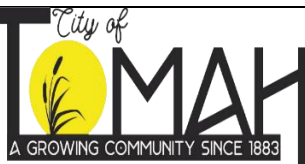
*Hello, we are from the Tomah Health Hospice & Palliative Care.
Our role is to provide education and information on what hospice and palliative care is and what it looks like.
Please stop by and say hi when you see me at the senior center during my office hours there.*

BETTER HEARING



DATE: Third Thursdays
TIME: 9-11am or make appointment
PLACE: Kupper Ratsch Senior Center
CONTACT: Tom Vierling at 608-781-6881 or 1-800-526-3298





SENIOR & DISABLED SERVICES DEPARTMENT MONTHLY REPORT



READY,
SET ...
GOALS!

03 DISABLED/SPECIAL NEEDS SERVICES



GOAL(S):

- A. MEDICAL EQUIPMENT NEEDS: To continue the Loan Closet free service.
- B. GENERAL NEEDS: To continue the Giving Closet free service.
- C. SPECIAL NEEDS: To maintain & grow services for special needs population & their caregivers
- D. DEMENTIA NEEDS: To continue to be involved in Monroe County's Dementia Friendly Coalition.

-A. Ongoing:

LOAN CLOSET


Keeping it clean and organized, is a major feat in-of-itself.

	<p>The Senior Center has a Medical Equipment Loan Closet that is free.</p> <p>The Kupper Ratsch Senior Center (<i>depending on donations of items</i>) has medical equipment we loan out free of charge. What we have changes pretty much daily with in-going and out-going equipment.</p> <p>Take care of the items while you use them. Clean them and return the items when you are done with them so others may use.</p> <p>We accept donations of medical equipment items, so we have them for people to borrow.</p>	
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-B. Ongoing:

GIVING CLOSET

Keeping it clean and organized, is a major feat in-of-itself.


	<p>The Kupper Ratsch Senior Center (<i>depending on donations of items</i>) has items we give away free of charge. Items may include incontinent products, miscellaneous personal care items (diabetes care, gauze, etc.) and some clothing (no needles or prescription items).</p> <p>We accept donations for the Giving Closet.</p>	<p>The Senior Center has a Giving Closet that is free.</p>
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-C. Ongoing: **Lions Club Program for EYEGASSES/HEARING AIDES:**

Buckets to donate old eyeglasses/hearing aids are by the front door & in the Giving Closet by back door.

-C. Ongoing:

SPECIAL NEEDS COMMITTEE

	<p style="text-align: center;">Committee formed in last quarter of 2018. <i>They Volunteer their time for us.</i></p> <p style="text-align: center;">Meets 1st Wed. at 5:15pm (Open to public) every other month, began in Jan.</p> <p style="text-align: center;">MISSION STATEMENT: <i>To give the special needs community a fun time together, and their care-givers opportunities for support, education, and networking.</i></p>
<p>Patty Ambort, Parent/Caregiver Ashley Gerke, Handishop Industries Program Manager CHAIRPERSON. Francis (Trey) Hewuse, Special Needs Group Home/Former THS Special Education Teacher</p>	<p>Mayor Mike Murray, Tomah's Mayor Lauri Shumway, Parent/Caregiver, SECRETARY. Stephanie Squires, Handishop Industries Director of Programming. VICE-CHAIR. Pam Buchda, Tomah's Senior & Disabled Services Director</p>

-Ongoing: **PROM DRESSES for community's Special Needs Prom:**

Organization and care of dresses is ongoing. (Found a home at the senior center in 2021).



03 DISABLED/SPECIAL NEEDS SERVICES, continued...

-C. Ongoing:

Adaptive FITNESS 4 ALL Class

(Started June 29, 2023. Pilot program Partnering with TASD was in March & April 2023).

Limit of 10 people taking the class.



DATE: FRIDAYS (was Thursdays -now Fridays)
TIME: 12noon-12:45pm
COST: FREE
PLACE: Kupper Ratsch Senior Center
FACILITATOR: Volunteers & Parents/Caregivers
SIGN UP FOR EACH CLASS: Contact Pam at pbuchda@tomahwi.gov or 608-374-7475 or stop by the senior center.

Special needs exercise class.



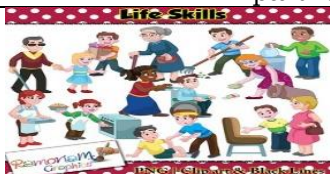
-C. Ongoing:

L.I.F.E. After School & L.I.F.E. During the Summer

School: 3:30 on Mondays, Wednesdays. & Thursdays at the Kupper-Ratsch Senior Center.

Summer: 3:00 on Tuesdays., Wednesdays & Thursdays (June 20 thru July 27) at Senior Center.

A partnership with Goodwill. (Started November 29, 2021, at senior center).



DATE: Mondays, Wednesdays & Thursdays (started September 25th)
TIME: 3:30pm to 5:30/6pm
PLACE: Kupper-Ratsch Senior Center
SPONSOR(S): Goodwill

A program for high school age students with special needs to learn basic living skills such as interacting with others, cooking, cleaning, shopping, recreation, volunteer, community involvement, etc.

-C. Ongoing:

SUNDAY-FUNDAY

Meets 1x monthly for special needs people & their parents/guardians.

DATE: Sunday, January 21, 2024

TIME: 2:00 to 4:00pm

COST: FREE

PLACE: Kupper-Ratsch Senior Center

PURPOSE: *Special needs persons for socialization and fun...*

ACTIVITY: Visiting & Bingo & Crafts
and

PURPOSE: *Parents/Caregivers are invited to join us in visiting, support, networking, education, sharing of ideas, experiences, and resources.*

TOPICS: Enjoying time with others...sharing experiences & resources.

NOTE: April at Bowling Alley & June at Butts Lake Park will be 1:00pm to 3:00 pm.



2024 DATES:

January 21	July 21
February 18	August 18
March 17	Sept.
April 21	October
May 19	Nov.
June 23	Dec.---

September thru December dates to be determined after 2023 Packer schedule is out.

-D. Ongoing: **DEMENTIA FRIENDLY COALITION of MONROE COUNTY:**

Meetings on 1st Thursday at 3:00pm, and projects as scheduled.



“To be of use in this world is the only way to be happy.” ~Hans Christian Anderson, Danish writer/artist

04 VOLUNTEER PROGRAM:

GOAL(S): A. To maintain and build the volunteer program according to the needs of the department.

-Ongoing: **Volunteers to assist with daily/monthly activities and at special events.**
When volunteering, please sign in/out in the Volunteer Book on table by Vet’s Board.

-Some **VOLUNTEER OPPORTUNITIES** at senior center are listed in newsletter.
-VOLUNTEERS for the month are listed below in the monthly newsletter.

-Ongoing: **SUNDAY FUNDAY:**

Volunteer once a month to have fun and assist special needs people.

-Ongoing: **Volunteerism** at the senior center continues to be an integral part of our life here. Every month, we have counted each time a person volunteered that we are aware of. **We are grateful to all our volunteers.** Volunteers make the world go round at the senior center. **Volunteers are very much needed & appreciated!!!**



SENIOR & DISABLED SERVICES DEPARTMENT
MONTHLY REPORT



READY, SET ... GOALS!

Volunteerism is one of the most selfless acts that we can become involved in. Service Organizations and Nonprofits in Tomah area and around the world need more volunteers to carry out their missions and make the biggest difference possible.

04 VOLUNTEER PROGRAM, continued...



VOLUNTEERS since last newsletter:

June Abbott; Patty Ambort; John & Rose & Libby Berry; Sandi Bloom; Duane & Paulette Bolton; Mary Boettcher; Chad Dobson; Challenge Academy Cadets & Staff; Kathy Friske; Richard Gegenfurtner; Ashley Gerke; Susan Greeno; Blaine Hackett; Alyson Hefner; Marvin Henricks; Fran & Tammy Hewuse; Siegrun Horst; Sharon Jensen; Doris Kelley; Ruth Klug; Darold & Monica Kukowski; Peggy Meiners; Gary Moe; Blaine Meyer; Sue O'Neil; Sue Noth; Marvin Parker; Matthew Parker; Nancy Phillips; Mary Eiler Radl; Anna Mae Rudolph; Cathy Scherreicks; Doug Semrau; Lauri Shumway; Cassie Skogan; Michael Slater; Stephanie Squires; Renee Stroh; Bev Thorp, Richard Yarrington, & Shawn Zabinski.



THANK YOU SO VERY MUCH FOR YOUR DONATIONS OF TIME, &/or SERVICES. YOU MAKE A DIFFERNCE! YOU ARE APPRECIATED!

NOTE: If I have misspelled anyone's name, or missed someone on the list, I am so sorry. Please let me know. ~Pam Buchda, Senior & Disabled Services Director



VOLUNTEER OPPORTUNITIES

You are needed



“Good Neighbor” DRIVERS

If you are driving yourself to the senior center for a group & would like to help others... There are some people wanting to come to the same groups as you do here at the senior center, but they need rides. If you are so inclined to be a “good neighbor” volunteer driver, check with Pam and/or Paulette.

I-PAD VOLUNTEERS WANTED



DATE: To be determined
TIME: To be determined, probably mornings
PLACE: Kupper Ratsch Senior Center
CONTACT: Pam

A SIP & SWIPE TYPE OF GROUP



YOGA, T-CHAI and/or MEDITATION
VOLUNTEER INSTRUCTORS WANTED

We are looking for volunteer instructor(s) for **Meditation, T-Chai and Yoga** (while Jessica Pollack is off). If you know of someone, please share contact info with Pam

MAKE PUZZLE FRAMES & BACKS & Get/Fit
GLASS/Backings for Frames, etc.

We are looking for volunteers to make frames and/or complete the framing process for the puzzles – glass, backs, & hanging stuff. We would pay for the materials.





**SENIOR & DISABLED SERVICES
DEPARTMENT MONTHLY REPORT**



05 PUBLIC RELATIONS/COMMUNITY INVOLVEMENT

GOAL(S):

- A. To continue to work on raising community awareness of the City’s Senior & Disabled Services Department and the Kupper-Ratsch Senior Center.
- B. To continue to build/maintain community partnerships.

PR

- Ongoing: Give **tours, explain programs**, hand-out newsletters, listen and visit.
- Ongoing: Many **requests for assist with finding/contacting resources** for various needs.
- Ongoing: Work on communication tool-monthly Senior & Disabled Services - **Newsletter**
- Ongoing: Work on communication tool-information on Facebook-**Tomah Senior Center**
- Ongoing: Work on communication tool-information in Dept. section on **City website**.
- Ongoing: Work on communication with Tomah **Chamber of Commerce**.

NEWSLETTER



If you have something you would like to put in the next newsletter, please **submit, in writing or e-mail, by the 15th of this month.**
NOTE: If you wish to have the newsletter/calendar emailed to you, please email Pam at pbuchda@tomahwi.gov to let her know.

PUBLICITY - PHOTOS/VIDEOS/ETC.



The City of Tomah’s Senior & Disabled Services Department (including the Kupper Ratsch Senior Center) **reserves the right to utilize photos/videos/etc. of participants for publicity purposes.**
 Participants not wanting their photo/video/etc. used must notify the Senior & Disabled Services Director in writing.



NEW NEWSLETTERS AVAILABLE

DATE: Wed., Thur. and/or Friday of week of last Thursday of month.
TIME: Open hours – 8:30am to 4:30pm

PROFESSIONAL COMMUNITY INVOLVEMENT

- Wisconsin Association of Senior Centers (WASC)** member since January 2019.
- Wisconsin State Aging Advisory Council (SAAC)** started serving 3-year term in Sept. 2022.
Mission: “To advocate, promote and share common concerns and opportunities to improve the quality of life, health, and well-being of older adults throughout Wisconsin.”
- National Council on Aging (NCOA)** virtual meetings/education as scheduled.
- National Institute of Senior Centers (NISC)** virtual meetings/education as scheduled.

COMMUNITY INVOLVEMENT

- Ongoing: **Maintain existing and building new relationships, contacts, involvements and partnerships** with community organizations and businesses.
- Ongoing: **Involvement in community events** such as Freeze Fest and Crazy Daze.
- Ongoing: Director is a member of Rotary Club of Tomah (1990).
- Ongoing: Director is a member of Lions/Lioness Club of Tomah (2016).
- Ongoing: Director is a member of Chamber of Commerce (2020).
- Ongoing: Director is serving on Neighbor For Neighbor Food Pantry Board (March 2022).
- Ongoing: Director is serving on Noah’s Ark Christian Learning Center Community Leadership Team (Aug. 2022).
- Ongoing: Director is serving on TAMS (Montessori School) Community Board (May 2023).

©



**SENIOR & DISABLED SERVICES
DEPARTMENT MONTHLY REPORT**



06 BUILDING/MAINTENANCE

HISTORY: The planning and work for the city department – Senior & Disabled Services (which included the senior center) was the brainchild of Mayor Ed Thompson and was started in 2000. In 2001 the senior center program was started in the basement of city hall.

The buildings for the senior center (107 Milwaukee Street with 109 Milwaukee St. second floor apartment, 1000/1002/1004 (not second floor) Superior Ave. were purchased in 2002 (from Mr. Carmichael & Mr. Holmes) after the city received a gift of money for the senior center from the Kupper-Ratsch family.

At 8/23/2022 City Council meeting, the council approved the donation to city (senior center) of 2nd floor of 1004 Superior Ave. building (the old radio station) by the Dickie family.

Fun facts: When Mr. Holmes had these buildings for Westland Insurance and the bank building kitty-corner across the street ½ block away, the buildings were connected by computer cable under the road. Before the senior center was Westland, it was Neitzel’s Furniture Store and Mortuary.

GOAL(S):

- A. To maintain the building in good working order and a safe environment, and update, as needed, for safety and for changing/expanding needs.
- B. To manage the senior center rental buildings/spaces (which help fund the senior center budget).
- c. To entertain possibilities and work with the Senior Executive Team and City Council toward the future plans of the second floor of the senior center buildings.

- 107 E. Milwaukee Street - **Housing Office** rental continues to present.
- 109 E. Milwaukee Street - **Apartment** above Housing office: Rental Nov. 4, 2021, to present.
- 1000 Superior Avenue -**Jensen Tax & Accounting**. Rented June 15, 2023, to present.

-1002 Superior Avenue - Senior Center...

<p>-Basement - Accessible by stairs.</p> <p><u>1st Floor:</u></p> <p>-Kitchen - ADRC Meal Site. Rental continues to present.</p> <p>-Senior Center - 2 main big activity rooms (in use most of the time);</p>	<p><u>1st Floor:</u></p> <p>-1 Library/hall/food assembly area; 1 Giving Closet; 2 bathroom – replaced toilets; 1 Storage room/Laundry room; 1 Loan Closet room;</p> <p>-1 Workroom/loan closet overflow/decoration storage.</p>
<p>-2nd floor - Accessible by stairs.</p> <p>-4 Offices-VAMC AFGC Local 0007 Union. Rented October 1, 2019, to present.</p> <p>-1 conference room & 1 ‘break-out’ room.</p> <p>-2 bathrooms with toilets replaced in 2022.</p> <p>-1 room with tables & comfortable chairs could see for a future movie/TV room.</p> <p>-1 storage closet (for building supplies).</p>	<p>-<u>2nd floor:</u></p> <p>-1 room (currently used as loan closet over-flow storage) could see as a future game (pool table & dart game) room.</p> <p>-2 rooms for special needs prom dresses.</p> <p>-1 room for Loan Closet storage. 1 room for Giving closet storage.</p> <p>-1 storage room (for our dept.) & access to roof.</p>

- 1004 Superior Avenue – **JNC Latin Grocery Store**. Rented September 20, 2023, to present.

Ongoing: Continue to work to make the senior center feel “homey”, with an **inviting, friendly & comfortable atmosphere**, including seasonal decorating & keeping the place clean.

- Ongoing:* A. **Maintenance Projects/Repairs.** Seems there is always something that needs doing. *Thank You Scott Donovan, City Maintenance.*



**SENIOR & DISABLED SERVICES
DEPARTMENT MONTHLY REPORT**



07 INCOME/BUDGET/DONATIONS

GOAL(S):

A. To operate within the budget, and procure funds, as needed and available, for maintaining and/or expanding services.

- Ongoing: Worked on **monthly bills/invoices** and keeping track of the budgets.
- Ongoing: Worked on planning of possible future **Capital Budget Projects**.
- Yearly: Applied for Frank G. Andres Charitable Trust grant. 2 this year.
Received Frank G. Andres Grant: \$800 for Bookcases.
Received Frank G. Andres Grant: \$2000 for Sunday-Funday/Special Needs Programs.
- Yearly: Applied for Thomas B. Earle Charitable Foundation Trust grant. 2 this year.
Received Thomas B. Earle Grant: \$6,135 for equipment for Adaptive Fitness 4 All.

-Ongoing: In-House Fundraiser Projects:

Greeting cards, framed puzzles, showcase items & other items as they are available.

-Ongoing: Fundraising for Specific Programs/Projects:

Work goes on throughout the year (I.E: Music Sponsorships, Halloween Party, etc.). The Music Program and the Community Halloween Party are both funded by Sponsorships, Donations and, if fortunate, Grants.

-Ongoing: Fundraising Events:

Planning and coordinating that go on throughout the year (I.E: Crazy Daze Lunch Fundraiser, Art & Craft Fair, etc.).

-Ongoing: In Memory Donations & other Donators/Sponsors

are listed in newsletter for month and year under this Goal #7.

-Ongoing: Looking for and applying for appropriate **Grants**.

-Ongoing: **Donation of Bingo Bash Items** for senior center and organization of them.

Through the year, **Sponsorships/Donations** from individuals, organizations & businesses. We are very Grateful!!! It all makes a difference. Thank You!!!



**SENIOR CENTER
FUNDRAISING**



Annual ART & CRAFT FAIR

Although a lot of work, the Annual ART & CRAFT FAIR Fundraiser on Saturday, November 18, 2023, was a success.

\$2,467.20 gross income - \$359.98 expenses = \$2,107.22 net income.

Lots of people came to the Fair and left with "treasures". I bought some treasures for Christmas gifts and some for myself.

Thank you to everyone who helped make this event work – city staff (parks & recreation, and senior & disabled services), senior & disabled services board members, volunteers, challenge academy cadets & staff, vendors, and people who shopped.



GREETING CARDS

In our activity room, we have a have a greeting card tree rack with different kinds of greeting cards for sale for 25 cents each.

Christmas cards are 10 cents each or 12 for \$1.

NOTE: We accept donations of greeting cards to supply this fundraiser.



SENIOR & DISABLED SERVICES DEPARTMENT MONTHLY REPORT



READY, SET GOALS!

07 INCOME/BUDGET/DONATIONS, continued...



SENIOR CENTER FUNDRAISING

PUZZLES



We have framed puzzles at the Senior Center. They may be purchased for the amount on each puzzle. It is a year-round fundraiser. They make pretty nice gifts and/or decorations for your home or business.
We accept donations of puzzles for people to put together here or home.



LIGHTBULBS

We have packs of 4 LED (60 watt equivalent) Lightbulbs for sale for \$4. That's a good price.



SHOWCASE ITEMS

We have items for purchase in the large showcase by the piano in our main room. IE: craft items, jewelry, etc.
Shop for yourself or for a gift.
This is also a small year-round fundraiser for the Senior Center.
We also accept donations of items for showcase.
Volunteer needs: Donating/Making craft items, etc. for showcase sales.

LIVE MUSIC IS SCHEDULED WEEKLY AT THE SENIOR CENTER

Music is good for the soul. It touches us and fills us. It reminds us of past memories and creates new memories. It brings us together. It is a celebration of life.



According to researchers singing uses both sides of the brain and takes people's minds off their worries, so it is a stress reducer. Singing also boosts oxygen and blood flow to the brain and body.

-by Creative Forecasting, March 2021



MUSIC SPONSORSHIPS NEEDED

We believe in the benefits of music for all of us. As a result, we have a **music program** here at the senior center with the idea of free admission to weekly live music entertainment.

The music program is our most expensive ongoing program and is solely funded by sponsorships, donations, grants and, if fortunate, volunteers sharing their time and musical talents.

WE NEED SPONSORS! Please be a sponsor of music!

DATE: Fridays
TIME: 10:15am-11:15am
COST: FREE Admission
PLACE: Kupper Ratsch Senior Center
SPONSORS: Could this be you?!!!



The weekly music costs for the senior center are anywhere between volunteering-for-free to \$150 an hour for a music performance.

Donations of any size are appreciated!
Please make check to: City of Tomah's Senior & Disabled Services Dept. - Music Program.

INCOME/BUDGET/DONATIONS, continued...

SENIOR CENTER FUNDRAISING


"For it is in giving that we receive." ~ St. Frances of Assisi

DONATIONS since last newsletter:

June Abbott; Aldi's; Bill Allen; Tim & Therese Amundson; Sharon Anderson; *Anonymous*; Gale Bailey via Donna Simonson; David Batten; Sandi Bloom; Mary Boettcher; Duane & Paulette Bolton; Pam Buchda; Pauline Clark; Nancy Close; Cup of Joe; Jim & Jo Cram; Dean's Refrigeration & Heating; Sarah DeChant; Phyllis Dorde; John Dostal; Diana Dumbrowski; Kathy Fisher; Becky Fitzpatrick; Glenn Gallagher; Geri Gerke; Ann Gerzel; Alyson Hefner; Marvin Henricks; Siegrun Horst; Diane Humble; Pat Johnson; Kenny Jorgensen; Kares Just 4 You via Harry Oakes; Keene's Transfer; Kris Keene; Mike Kelly; Lisa Kirschbaum; Ruth Klug & Thrivent; Pat Koca; Karen & Terry Kopenhafer; Madonna Kuderer; Darold & Monica Kukowski; Kwik Trip; L.I.F.E. Program; Lion's Club of Tomah; Lorraine Lowry; Jillene Luedtke; Norm Markgraf; Nikki Martin - Thrivent; Richard McNeal; MECA Sportswear; Peggy Meiner; Kim Mello; Donna Messner; Paula Meulenkamp; Gary Moe; Jill Montgomery; Sue Murdock; Susan Murphy; Murrays on Main; Neighbor For Neighbor Food Pantry via Jill Montgomery & Gwen Nelson; Mary Neve; Cathy Newmann; Pam Newsome; Sue Noth; David Olson; Karen Olson; Sonja Olson; Sue Olson; Sue O'Neil; Sharon Organ; Bonnie Owen; Marvin Parker; Mrs. Peak; Penny Pencour; Jessi Pfluegadt; Nancy Phillips; Marilyn Ratliff; Pete & Elaine Reichardt; Savvy Sisters; Cathy Scherreicks; Sue Sherman; Lisa Shutter; Joyce Skogan; Frank Smith; Sonnenburg Family Funeral Home; Barb Sullivan; Mary Sullivan; Tracy Theurich-York; Tomah Family Dentistry; Tomah Historical Society; Ruth Wagner; Wal-Mart; June Wentworth; John Wick; Doris & Glenn Yates; Richard Yarrington; Shawn Zabinski; and many community members who gave to people left homeless & jobless from the Peking Chinese Restaurant fire.



2023 SPECIAL EVENTS/FUNDRAISERS/ & DONATORS/SPONSORS

MUSIC SPONSORSHIPS		CRAZY DAZE LUNCH Fundraiser for Senior Center-Aug.		
☺ \$500 & up -Dr. Richard Ahn -Marion Beebe <hr/> \$100-\$249 -Bonnie Robarge-Owen -Sue O'Neil ☺		☺ \$250-\$499 - Pam Buchda <hr/> Up to \$99 -Lori Green -Sharon Jensen ☺		☺ -Kwik Trip -Molters -Murrays On Main <hr/> ☺ -Marian Beebe -Jill Montgomery -Senior Center Board & Staff <hr/> 
MONETARY GIFTS		HALLOWEEN Fundraiser for Community Party-Oct.		
☺ \$500 & up -Marion Beebe -Lion's Club of Tomah -Loretta M. Noet <hr/> \$100-\$249 -Bible Study Fellowship -Cranberry Country Cruisers-Bonnie Owen -Harrison 'Harry' Griffin -Jillene Luedtke -Anne Wallus ☺		\$250-\$499 -John & Rose Berry -Ruth Klug-Thrivent <hr/> \$50 to \$99 -John Battista -Sandi Bloom ☺		☺ SUPER HERO: \$500 & up -City of Tomah (Rec. Park & staff hours) <hr/> MAGICIAN: \$100-\$249 -Jo & Jim Cram -Meca Sportswear -Nikki Martin-Thrivent -Sue Murphy -Marvin Parker -Penny Pencour -Sonnenburg Family Funeral <hr/> GENIE: \$250-\$499 -Pam Buchda -Tomah Lion's Club -Wal-Mart <hr/> GREAT PUMPKIN: Up to \$99 -Dean's Refrig. & Heating -Keene's Transfer -Tomah Family Dentistry ☺
GRANTS		ART & CRAFT FAIR Fundraiser for Senior Center-Nov.		
-Frank G. Andres Grant: \$800 - Bookcases. -Frank G. Andres Grant: \$2000 - Special Needs/Sunday-Funday -Thomas B. Earl Grant: \$6135 -Adaptive Fitness 4 All Equipment		-Aldi's -Sandi Bloom -Paulette Bolton -Pam Buchda -Pauline Clark -Nancy Close -Becky Fitzpatrick -Donna Greeno -Tomah Historical Society -Sue Noth -Shawn Zabinski		
MEMORIALS				
- IN MEMORY of Mary Barnharst by Anita Brinton - IN MEMORY of Wayne Beebe by Marion Beebe - IN MEMORY of Barbara Felker by Pam Buchda - IN MEMORY of Barbara Felker by Junior& Evelyn Noyes - IN MEMORY of 'Bud' Johnson by Pam Buchda - IN MEMORY of Art Knutson by Pam Buchda - IN MEMORY of Raymond Marten by Junior & Evelyn Noyes		- IN MEMORY of Gene Oelke by Pam Buchda - IN MEMORY of Ann Protz by Pam Buchda - IN MEMORY of Joyce Rice by Pam Buchda - IN MEMORY of Bob Schendel by Sara Dechant - IN MEMORY of Dave Schreier by Pam Buchda - IN MEMORY of Doug Smith by Pam Buchda		

"An Act of kindness may take only a moment of our time, but when captured in the heart the memory lives forever." ~Molly Friedenfeld



THANK YOU SO VERY MUCH FOR YOUR DONATIONS OF MONEY, GOODS, &/or SERVICES. YOU MAKE A DIFFERENCE! YOU ARE APPRECIATED!

NOTE: If I have misspelled anyone's name, or missed someone on the list, I am so sorry. Please let me know.
 ~ Pam Buchda, Senior & Disabled Services Director


2023: BUSINESSES, ORGANIZATIONS & PEOPLE WHO DONATED – THANK YOU!!!

<p>June Abbott ADRC of MC Gale Alderman All American–Marty Murphy Bill Allen Leann Allen Terry Amundson Tim & Therese Amundson Ann Anderson Crystal Anderson Diane Anderson Sharon Anderson <i>Anonymous</i> Linda Austin-Buss Mary Baker Gale Bailey via Donna Simonson Dick & Tamra Barstow David Batten Marian Beebe Diane Behrens John & Rose Berry Bible Study Fellowship Blackberry Houses Janice Blaschke via Renee B Pat Block Sandi Bloom Mary Boettcher Duane & Paulette Bolton Thelma Bronner Renee Brown Joanna Brueggeman Pam Buchda Louise Buchholz Dan Burton Gloria Butts Sandra Callowa Gene & Pat Carlson Evie Chapmen LeRoy & Pat Christensen Rick Christopherson Sandy Chroninger Vicki Church City-Housing City-Library City-Parks & Rec. City-Police Dept. Leon & Pauline Clark Laura Clay Nancy Close Peggy Cook Craft Time Studio-A.Kasputis Jim & Jo Cram Cranberry Country Cruisers Mike Crawley Amy Cuda Cup of Joe Rachel Dahl Joy Day Dayton Freightline/DebTessman Dean's Refrigeration& Heating Sarah DeChantBirdi Dietzman Chad Dobson Debbie Donovan Phyllis Dorde John Dostal Diane Dumbrowski Denise Ebert Alvera Eckelberg Family Carol Eirschele Roger & Carol Ellis Family Dollar via D.Eldridge Tom & Mary Feldkamp</p>	<p>Kathy Fisher Becky Fitzpatrick Renee Fletcher Shelby Frei Glenn Gallagher John Gamerdinger Hiedi Garinar Richard Gegenfurtner Fern Gerke Gerrie Gerke Ann Gerzel Miss Gibbs Julie Gosdeck Sue Gottbeheat Lori Green Donna Greeno Harrison 'Harry' Griffin Doris Hall Dustin Hanson Margaret Heath Alyson Hefner Grace Heim Marvin Henricks Roxanne Hericks Lora Herold John Hesar Ho-Chunk Casino via Al Pasch Stephanie Hofer Siegrun Horst Connie Howard Diane Humble Inclusa Kathy Jensen Pat Jensen Sharon Jensen Pat Johnson Kenny Jorgensen Terry Juracich Kares Just 4 You Keene's Transfer Kris Keene Doris Keister Doris Kelley Mike Kelly Jeff Kett Chris King Lisa Kirschbaum Bob Klebenstein Ruth Klug James Knapp Art & Bette Knutson Pat Koca Karen & Terry Kopenhafer Duane & Marilyn Kortbein Keith Koscal Brenda Kroener & class Madonna Kuderer Darold & Monica Kukowski Kwik Trip L & P Services Shirley Larson Liberty Village Patty Liddane L.I.F.E. After School Lion's Club of Tomah Jan Litten Pat Loendorf Marlene Loehr Family Carol Loveless Lorraine Lowry Jillene Luedtke Chris Lund-Holtz</p>	<p>Amy Maas Ken & Phyllis Markgraf Norm Markgraf Laura Marriott Audrey Marti Nikki Martin – Thrivent; Renee McGuire Michael McMurray Richard McNeal MECA Sportswear Peggy Meiner Pam Melby via Tony Brudnicki Kim Mello Robin Mendenhall Donna Mesner Paula Meulenkamp Carol Meyer Gary Moe Molter's Grocery Store Jill Montgomery Morgan Stanley- Christopherson Sue Murdock Sue Murphy Murray's On Main Vern Nauman Neighbor For Neighbor F.Pantry Family of Vivian Nelson Mary Neve Cathy Newmann Pam Newsome Gloria Niceswanger Louann Niebuhr Sue Noth Junior & Evelyn Noyes Kevin O'Leary David Olson Karen Olson Larry Olson via Lavonne Smith Sonja Olson Sue Olson Vince O'Loughlin Sue O'Neil Sharon Organ Bonnie Owen Sandy Parish Marvin Parker Al Pasch Heather Pasch Mr. Pasch Mrs. Peak Penny Pencour, Attorney Diane Pergande via S. Zabinski Judith Peterson Pete & Trudy Peterson Letha Pettera Fred Pfeiffer Jessi Pfluegadt Nancy Phillips Lois Pierce Family via KristiMcNeal Dawn Pingel Rosemary Pliner Phillip Puent Queen of Apostles Church Karen Rapp Marilyn Ratliff Shelly Reardon Pete & Elaine Reichardt Earl Reiner Marilyn Ratliff Pete & Elaine Reichardt Carl Reinert Jo-Ann Resinko</p>	<p>Paul & Terri Rice Bob Richert Rotary Club of Tomah Anna Mae Rudolph Darlene Rudolph Tom Ryan Saavy Sisters St. Claire Health Mission Tess Saunders Helen Schaller Cathy Scherreicks Tom Schmidt Jerry Schroeder Doug Semrau Serenity House Florence Shelter Sue Sherman Betty Shilhabel Lauri Shumway Lisa Shutter Roy & Joyce Skogan Frank Smith Teri Smith Troy Smith via Gary Moe Sonnenburg Funeral Home Carl Squires Vicky Steegmeter Paul Steele Pam Steimmetz Randy Stoda Robert Storkel Bruce Stratton Family Sandra Stuhr Mike Stump Sue Stump Barbara Sullivan Mary & Chris Sullivan Ann Tadda Peggy Taylor Teal Family via Sharon Anderson Tetslaf Revocable Trust Tracy Theurich-York Dick & Deb Thiel Beverly Thorp TASD-Ana Hartley's Class Tomah Family Dentistry Tomah Health Tomah Historical Society Tomah Hospice & Palliative Myrna Toutant Scott Trainer; Brigitte Utke Leona Von Haden Ruth Wagner Ann Wallace Wal-Mart Pat Warthan Jason Weber Betty Weinzatl June Wentworth John Wick Sue Wiegale Willow Wood Courtyard Bill Wilson Cindy Woodard Colleen Woggen Doris & Glenn Yates Richard Yarrington Deb Young Shawn Zabinski Reid Zohfelv Family of Dawn</p>
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**SENIOR & DISABLED SERVICES DEPARTMENT
MONTHLY REPORT**



**READY,
SET
GOALS!**

08 MEAL SITE

GOAL(S):

- A. To continue to provide a meal program at the senior center.
- B. To continue to partner with Monroe County ADRC to provide meals at the senior center.

*-Ongoing: **Worked together in day-to-day operations/collaborations** with Tomah’s Meal Site Manager and other meal site employees.
The Tomah meal site has 3 **delivery routes** for home delivery of meals. For food safety, each route can serve about 20 places. There is usually a waiting list to get home delivery.*

TOMAH MEAL SITE

The City of Tomah (Senior & Disabled Services Department) has a contract with the Aging & Disability Resource Center (ADRC) of Monroe County for the Tomah meal site to be at the Kupper Ratsch Senior Center.



DATE: Monday thru Fridays, except holidays
TIME: Arrive 11:15 or earlier for **Lunch at 11:30am**
COST: Meal donation to ADRC is \$4 for 60 & older, younger is \$14.07
PLACE: Kupper Ratsch Senior Center
SIGN-UP: Per ADRC **sign up by NOON one day before** to reserve meal
CONTACT: ADRC Tomah Meal Site Manager, Cathy Neumann
 at **608-372-7291** or come to Senior Center to see her.
 Or the ADRC of Monroe County Office at 608-269-8690.
Join us at the Kupper Ratsch Senior Center. Good People–Good Place!

09 SENIOR & DISABLED SERVICES DEPARTMENT EMPLOYEES

GOAL(S):

- A. To maintain an effective, positive employee team for the City’s Senior & Disabled Services Department
- B. To start the Wisconsin Association of Senior Centers (WASC) Accreditation process for the Kupper Ratsch Senior Center.

Besides the Activities/Events, Programs, and regular everyday things at the Senior Center and what has been reported in the other sections of this report...

MEETINGS:

- Ongoing: **Staff Meetings for City Department Heads:**
2nd & 4th Tuesdays at 8:30am &/or as scheduled, usually at city hall.*
- Ongoing: **Special Needs Committee** meetings:
1st Wednesday at 5:15pm every other month (starting in January) at senior center.*
- Ongoing: **Senior & Disabled Services Board** meetings:
1st Wednesday at 6:15pm every other month (starting in January) at senior center.*
- Ongoing: **City Council Meeting** to give **Monthly Department Report:**
3rd Tuesdays at 6:30pm at city hall. (Written report due in Municode agenda on 2nd Tuesday).*
- Ongoing: **Committee of the Whole Meeting**, depending what is on the agenda.
Monday before 3rd Tuesday at 6:30pm at city hall.*

EDUCATIONAL OPPORTUNITIES: As they present themselves, are appropriate, & are within budget.

OTHER INFORMATION:

*-Ongoing: **Accreditation Project:** Working on this long-term project – timewise not getting too far on this project. Will keep trying.*





SENIOR & DISABLED SERVICES DEPARTMENT MONTHLY REPORT



**READY,
SET...
GOALS!**

09 SENIOR & DISABLED SERVICES DEPARTMENT EMPLOYEES, continued...

City of Tomah's SENIOR & DISABLED SERVICES BOARD

MISSION STATEMENT: *The City of Tomah's Senior & Disabled Services Department's mission is to offer ongoing programs and services (in the areas of recreation & leisure activities, and in educational & health programs) and senior meals on a regular basis in a safe place for Tomah's citizens (especially our senior and disabled people).*



The committee was formed in July 2000. Shall consist of Mayor, 2 Alderpersons, & 5 citizens. Term shall be 2 years & aldermanic members shall be coextensive with their term of office. *They Volunteer their time for us.*

Meets 1st Wednesday every other month (Jan.-Mar.-May-July-Sept.-Nov.)
at 6:15pm at the Kupper-Ratsch Senior Center.

2025 TERM

2024 TERM

Susan Greeno, Citizen
Evelyn Noyes, Citizen
Sandi Bloom, Citizen

Mike Murray, Mayor
Richard Yarrington, Alderperson. CHAIR PERSON
Shawn Zabinski, Alderperson. VICE-CHAIR

Jenna Moser, Citizen
Lauri Shumway, Citizen. SECRETARY

NAME	City of Tomah's SENIOR & DISABLED SERVICES EMPLOYEES		
Pam Buchda	Senior & Disabled Services Director (SDSD)	FT: Salary 40 hours week	07/02/2018
Paulette Bolton	Senior & Disabled Services Aide (SDSA)	PT: Budget 20 hours week	07/13/2021

STAFF HISTORY: Senior & Disabled Services Directors: Maretta Budde 2000. Delia Duncan 5/01/2000 to 05/31/2018.
Senior & Disabled Services Aides: Junior Noyes 02/10/2009 to 05/31/2018. Diane Behrens 10/02/2018 to 03/05/2021.

If you have any questions, please feel free to contact me.
Sincerely, *Pam Buchda*, Tomah's Senior & Disabled Services Director

Looking for a few good MEN...

WHO ARE INTERESTED IN FORMING A MEN'S GROUP

What do men need to be active, engaged, sharing skills, having fun, and making contributions?

What opportunities would you like to see in your community?

For more information
and to get on a list contact:

ADRC Monroe
608-269-8690

ADRC La Crosse
608-785-5700

Veteran Community Partnership
608-372-3971 x66279 / 608-785-6203



2022 Taxes in 2023 Tax Preparation Assist

Submitted by Pam Buchda & Kitty Gnewikow

The City of Tomah's Senior & Disabled Services Department is pleased to announce that this year we will have **volunteer(s) to assist you with your 2022 tax forms at the Kupper Ratsch Senior Center.**

This free, confidential service is open to low - moderate income residents with a focus given to adults 60 or older.

We will utilize the laptop at the Senior Center. The Volunteer(s) will assist you doing your taxes online with the Free File Federal & State forms. **You will need an e-mail address.**

Volunteers will be here in February and March on Thursdays from 11:00am to 2:00pm.

The service is free, however, **reservations are required. Appointments can be made starting Wednesday, January 3rd by calling Pam at the senior center 608-374-7476 between 9:00am - 4:00pm Monday through Friday or e-mail pbuchda@tomahwi.gov**

Your info needed for taxes will be in February newsletter or may get from Pam at senior center.

November Permit Report

11/01/2023 - 11/30/2023

Permit #	Permit Date	Permit Type	Project Description	Parcel Address	Total Fees	Construction Value
6675	11/30/2023	Sign Permit	New vinyl lettering on existing awning	1004 SUPERIOR AVE	\$40.00	0.00
6674	11/30/2023	Alter/Addition One or Two Family	Installation of basement bedroom egress window	1020 FARMER AVENUE	\$70.00	7,866.00
6673	11/29/2023	Demolition	Demolition of single commercial structure	307 SUPERIOR AVENUE	\$30.00	0.00
6672	11/29/2023	Electrical	Electrical installed in walls added for basement storage area. Lighting installed in basement ceiling.	1511 LAKEVIEW DRIVE	\$35.00	300.00
6671	11/29/2023	Alter/Addition One or Two Family	Adding walls in basement to create storage area.	1511 LAKEVIEW DRIVE	\$30.00	1,000.00
6670	11/29/2023	Alter/Addition One or Two Family	Finish basement bedroom. Adding egress window.	612 Mubarak St.	\$70.00	7,800.00
6669	11/29/2023	Deck Permit	Deck addition to mobile home (detached)	Country View Estates	\$35.00	400.00
6668	11/28/2023	Electrical	Service upgrade and GFCI protection	1609 BOW STREET	\$55.00	3,840.00
6667	11/21/2023	Electrical	Service pedestal for mobile home and electrical for detached garage	618 Vandervort St.	\$50.00	2,500.00
6666	11/21/2023	Electrical	Service pedestal for mobile home and electrical for detached garage	614 Vandervort St.	\$50.00	2,500.00
6665	11/21/2023	Electrical	Service pedestal for mobile home and electrical for detached garage	622 Vandervort St.	\$50.00	2,500.00
6664	11/21/2023	Electrical	Service pedestal for mobile home and electrical for detached garage	626 Vandervort St.	\$50.00	2,500.00
6663	11/21/2023	Electrical	Service pedestal for mobile home and electrical for detached garage	610 Vandervort St.	\$50.00	2,500.00
6662	11/21/2023	Electrical	Electrical service upgrade 200 amp	1300 LINCOLN AVENUE	\$55.00	3,500.00

6661	11/16/2023	Alt/Addition Commercial Building	11,280 sq ft addition to Peterbilt	1620 Winnebago Ave.	\$2,356.00	2,069,240.00
6660	11/14/2023	Sign Permit	New wall sign on west facade	600 Sime Ave.	\$40.00	0.00
6659	11/14/2023	Sign Permit	New wall signage on (3) facades	601 N SUPERIOR AVENUE	\$40.00	0.00
6658	11/14/2023	Electrical	Electrical service upgrade	417 TOWNLINE ROAD	\$60.00	4,000.00
6657	11/13/2023	Alt/Addition Commercial Building	Interior remodel of Burger King	111 Julie St.	\$4,350.00	430,000.00
6656	11/9/2023	Fence	4ft Vinyl / 1ft off property line	1008 KILBOURN AVENUE	\$20.00	0.00
6654	11/6/2023	Fence	4ft chainlink -15ft off property line	205 SCHALLER STREET	\$20.00	0.00
6653	11/6/2023	Electrical	100 amp detached garage service	1822 SUPERIOR AVENUE	\$35.00	950.00
6652	11/1/2023	Electrical	Installation of 200 amp three phase and circuits for Dominos Pizza	1114 N Superior Ave.	\$202.00	18,580.00
6644	11/7/2023	Township-LaGrange (New const.)	New Single Family Home	23293 Elgin Ave.	\$2,638.20	0.00
					\$10,431.20	2,559,976.00

Total Records: 24

12/12/2023

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Secondhand Article Dealer License Application for Creative Tech Team LLC of Tomah.

Summary and Background Information:

(Appropriate Documentation Attached)

Michelle Wooten with Creative Tech Team LLC has applied for a Secondhand Article Dealer License for the premises at 1115 N Superior Ave Suite D for the licensing period of January 1, 2024, through December 31, 2024.

Fiscal Note:

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

Recommendation:

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

Respectfully submitted by:

Rachel Kreighbaum

Committee: Committee of the Whole & Common Council

Meeting Date: December 18 & 19, 2023

LICENSE APPLICATION

for

**PAWNBROKER
SECONDHAND JEWELRY DEALER
SECONDHAND ARTICLE DEALER
SECONDHAND ARTICLE DEALER MALL or FLEA MARKET**

CHECK ALL THAT APPLY:

<input type="checkbox"/> Original application	<input checked="" type="checkbox"/> Renewal
TYPE: <input type="checkbox"/> Pawnbroker	<input type="checkbox"/> Secondhand Jewelry Dealer
<input checked="" type="checkbox"/> Secondhand Article Dealer	<input type="checkbox"/> Mall or Flea Market

INSTRUCTIONS:

NATURAL PERSON (INDIVIDUAL) LICENSE – Complete Sections 1, 2, 3 and 6
 PARTNERSHIP LICENSE – Complete Sections 1, 2, 3, 4 and 6
 CORPORATE LICENSE – Complete Sections 1, 2, 3, 5, and 6

(SECTION 1) APPLICANT INFORMATION

Applicant Name (Last, First, MI) <i>Wooten, Michelle M</i>		Sex <i>F</i>	Race <i>W</i>	Date of Birth <i>7-7-1973</i>	Place of Birth (City, State, Country) <i>Chillicothe OH USA</i>
Street Address <i>411 North Avenue</i>	City <i>Tomah</i>	State <i>WI</i>	ZIP <i>54660</i>	Home Telephone Number <i>715-896-2945</i>	
List all states applicant previously resided: <i>OH</i>					
Is applicant a: <input type="checkbox"/> Natural Person (Individual) <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership					

(SECTION 2) CONVICTION RECORD

Has the applicant, been convicted or adjudicated of any of the following within the last 10 years where the circumstances of the offense substantially relate to the circumstances of the licensed activity :

a felony?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
a misdemeanor?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
a statutory violation punishable by forfeiture?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
a county or municipal ordinance violation?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

For each "YES" response provide the date of arrest, the nature of the offense and conviction or penalty information:
 Attach additional sheets if necessary.

(SECTION 3) BUSINESS INFORMATION

Business Name <i>Creative Computers</i>	Street Address <i>1115 N Superior Ave Ste D</i>	City <i>Tomah</i>	State <i>WI</i>	ZIP <i>54660</i>	Telephone Number <i>608-567-0098</i>
Owner's Name <i>Michelle Wooten</i>	Street Address <i>411 North Avenue</i>	City <i>Tomah</i>	State <i>WI</i>	ZIP <i>54660</i>	Telephone Number <i>715-896-2945</i>
Business Manager's Name <i>N/A</i>	Street Address	City	State	ZIP	Telephone Number
Building Owner's Name <i>Tomah Rentals</i>	Street Address <i>315 Plastic Avenue</i>	City <i>Tomah</i>	State <i>WI</i>	ZIP <i>54660</i>	Telephone Number <i>608-343-9925</i>

(Over)

(SECTION 4) LIMITED LIABILITY COMPANY INFORMATION

Limited Liability Company Name: Creative Computers LLC

List name, address, and date of birth (DOB) of all members. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	ZIP
Wooten, Michelle, M	7-7-1973	411 North Avenue	Tomah	WI	54660

(SECTION 5) PARTNERSHIP INFORMATION

Partnership Name: _____

List name, address, and date of birth (DOB) of all partners. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	ZIP

(SECTION 6) CORPORATE INFORMATION

Corporation Name: _____ State of Incorporation: _____

List name, address, and date of birth (DOB) of all corporation officers and directors. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	Zip

(SECTION 7) PENALTY NOTICE

I understand that this license may be denied or revoked for fraud, misrepresentation or false statement contained in the application or for any violation of Wis. Stat. §§ 134.71, 943.34, 948.62 or 948.63.

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge. I agree to inform the clerk within ten (10) days of any change in the information supplied in this application.

Signature of Applicant: Michelle Wooten

Print Name of Applicant: Michelle Wooten

FOR ADMINISTRATIVE USE ONLY

Licensing Authority <u>City of Tomah</u>	License Number Assigned	Date Effective	Clerk
FEES RECEIVED: <u>INV20231210</u> <u>15435869</u>	Pawnbroker Bond \$ _____	Secondhand Article License \$ _____	
	Pawnbroker License \$ _____	Secondhand Dealer Mall/Flea Market License \$ <u>27.50</u>	
	Secondhand Jewelry License \$ _____	TOTAL FEE: \$ <u>27.50</u>	

FOR LAW ENFORCEMENT USE ONLY

Recommend Approval Recommend Denial (Attach explanation.)

Investigating Office Signature: SL Date: 12-12-23

Print Name of Investigating Officer: SCOTT HOLM (Deputy Mayor)

MINUTES FOR COMMON COUNCIL AND ANNUAL BUDGET HEARING NOVEMBER 21, 2023

A Common Council and Annual Budget Hearing was held on **Tuesday, November 21, 2023 at 6:30 PM** in the Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI. The meeting was also available via Zoom and was recorded by Hagen Sports Network. All motions are unanimously approved unless otherwise indicated.

Call the Meeting to Order, Pledge of Allegiance, Roll Call

The meeting was called to order by Mayor Michael Murray at 6:30 p.m. After the Pledge of Allegiance, roll call was taken. Present: Michael Murray, Travis Scholze, Richard Yarrington, Shawn Zabinski, John Glynn, Nicole Hart, Lamont Kiefer, Nellie Pater, and Dean Peterson. Absent: none. Also present: Penny Precour, Becki Weyer, Kirk Arity, Molly Powell, Shane Rolff (remote), Joe Protz, Tim Adler, and Pam Buchda. The meeting was recorded by Hagen Sports network and was also available remotely via Zoom. All motions are unanimously approved unless otherwise notated.

2024 Budget Hearing

Open the Public Hearing

Motion by Zabinski, second by Pater, to approve opening the public hearing. Motion carried. The public hearing for the 2024 Budget was opened by Mayor Michael Murray at 6:35 p.m.

2024 Budget Hearing Summary

Treasurer Molly Powell showed a short presentation on the proposed budget for 2024. The net new construction in 2023 for the 2024 budget year was 1.9% which allows for a total levy limit of \$4,168,570 compared to the 1.4% net new construction in 2023 and the 0.2% in 2022. The proposed budget also has a general obligation debt of \$1,942,542 in debt service payments due in 2024. After the budget workshop, Powell found that the proposed levy will go down by one penny from last year as the assessed value did not have the manufacturing roll when the budget workshop was done. The total proposed mil rate is 7.66 which is less than the 7.82 mil rate from 2023. The levy is broken up into general fund, (police, fire, inspection, council, parks and rec, street, airport, public works, city hall), and debt service. The proposed budget also has a general obligation debt of \$1,942,542 in debt service payments due in 2024. and On a \$200,000 home the city’s portion of the tax would be \$1,532. Other taxing districts are not included in this number. (School districts, lake, WTC.)

Request for Public Comment

Mayor Murray asked for public comment from anyone in attendance. There was no one who wished to give public comment.

Close the Public Hearing

Motion by Yarrington, second by Zabinski, to close the public hearing. Motion carried. The budget hearing was closed at 6:44 p.m.

Resolution Adopting the 2024 Budget

Motion by Scholze, second by Zabinski, to approve the Resolution Adopting the 2024 budget as presented. Yarrington asked if it was possible to revisit the redistribution of the salary pay scale. After consultation with the city attorney, the motion was already passed in a previous meeting and could not be changed without a change of vote from a member of the council who voted in the affirmative at that previous meeting. Motion carried with one negative vote (Yarrington)

Common Council and Annual Budget Hearing – November 21, 2023

A RESOLUTION ADOPTING THE 2024 BUDGET
AND ESTABLISHING THE TAX RATE
RESOLUTION # _____

WHEREAS, Wisconsin State Statute 65.90 requires an annual budget appropriating moneys to finance activities and programs of the City for the ensuing fiscal year, and

WHEREAS, the Common Council has considered a Budget for 2024 as prepared by the City Treasurer and Department Staff, and

WHEREAS, the City Council held a public hearing on the 2024 Budget as required, and
WHEREAS, the 2024 Budget requires a Tax Levy to finance in part the appropriations.

NOW, THEREFORE, BE IT RESOLVED, BY THE City of Tomah Common Council that:

1. Budgeted revenue estimates and expenditure appropriations for the year 2024 for the City of Tomah are hereby adopted per the summary below and as set forth in the budget document:

Expenditures:	2022 ACTUAL	2023 BUDGET	2023 6 MOS. ACTUAL	2023 6 MOS PROJECTED	2024 COUNCIL PROPOSED	2024 ADOPTED
* General Fund	7,949,795	7,841,097	3,996,164	3,758,013	8,324,530	8,324,530
Lake District	23,819	57,536	5,822	50,848	84,861	84,861
TIF #8	565,582	928,994	396,999	458,202	734,733	734,733
TIF #9	164,219	92,463	36,185	104,508	227,314	227,314
TIF #10	403,003	72,875	69,575	3,450	153,185	153,185
TIF #11	11,888	21,000	150	3,500	77,335	77,335
* Debt Service	2,408,971	4,152,895	3,672,181	498,158	3,608,618	3,608,618
Capital Projects	10,624,552	1,417,338	8,799,492	2,090,200	3,738,500	3,738,500
ARPA Funds	275,642	26,000	32,432	65,398	292,775	292,775
Ambulance	4,489,655	4,813,951	2,595,012	2,546,698	4,931,264	4,931,264
Community Development Block Grant	9,859	8,215	9,286	6,315	8,667	8,667
Grants & Donations	101,561	-	27,758	1,500	33,000	33,000
* Industrial Development Fund	40,511	47,424	12,708	39,924	41,339	41,339
* Library Trust	555,045	569,670	280,784	245,844	571,712	571,712
* Mass Transit	682,713	636,284	555,577	266,275	910,001	910,001
* Senior & Disabled	133,419	146,685	71,946	70,363	157,607	157,607
Tourism	629,184	672,011	342,474	337,680	816,999	816,999
Water Utility	2,161,013	2,079,100	843,069	1,171,117	2,060,642	2,060,642
Sewer Utility-WWTP/Sanit.Sewer	2,218,391	2,033,179	626,871	1,411,982	2,196,223	2,196,223
Total Expenditures (All Funds)	33,448,821	25,616,717	22,374,485	13,129,975	28,969,304	28,969,304
Net Expenditures (City Levy Impact)	11,729,942	13,346,631	8,576,652	4,838,653	13,572,467	13,572,467

Total Indebtedness as of 12/31/2023:

General Obligation Debt	30,255,000
Sewer Revenue Bonds	635,000
Water Revenue Bonds	2,422,105
Total	33,312,105

* Requires City Tax Levy

Revenues	2022 ACTUAL	2023 BUDGET	2023 6 MOS. ACTUAL	2023 6 MOS PROJECTED	2024 COUNCIL PROPOSED	2024 ADOPTED
* General Fund	3,989,758	4,160,245	1,722,245	2,655,042	4,570,785	4,570,785
Lake District	182,542	57,336	57,329	1,850	84,860	84,860
TIF #8	759,266	738,459	557,048	75,649	737,039	737,039
TIF #9	171,199	306,260	265,280	-	321,499	321,499
TIF #10	366,780	461,242	399,525	-	306,510	306,510
TIF #11	-	11,442	9,911	-	110,000	110,000
* Debt Service	1,312,508	2,168,056	1,340,356	910,727	1,665,273	1,665,273
* Capital Projects	20,140,514	1,417,371	76,516	4,135,000	3,813,500	3,813,500
ARPA Funds	275,642	-	-	97,831	292,775	292,775
Ambulance	4,952,644	4,771,187	2,710,804	2,205,100	4,997,180	4,997,180
Community Development Block Grant	38,987	31,500	14,490	24,500	31,500	31,500
* Grants & Donations	265,373	-	72,244	27,000	58,000	58,000
* Industrial Development Fund	40,000	47,500	-	47,500	41,339	41,339
* Library Trust	164,520	213,338	186,868	1,029,500	275,808	275,808
* Mass Transit	494,008	590,000	432,076	440,520	865,000	865,000
* Senior & Disabled Services	73,694	41,500	18,114	23,027	83,869	83,869
Tourism	668,111	672,010	201,133	501,000	817,000	817,000
Water Utility	2,413,376	2,424,706	1,586,072	1,073,826	2,748,121	2,748,121
Sewer Utility-WWTP	3,348,100	3,339,290	1,877,433	1,341,023	3,219,467	3,219,467

Common Council and Annual Budget Hearing – November 21, 2023

Total Revenues (Without Levy)	39,657,023	21,451,442	11,527,444	14,589,095	25,039,525	25,039,525
Net Revenues (City Levy Impact)	6,034,489	7,173,139	3,699,658	5,058,816	7,460,735	7,460,735
General Fund Balance Applied	-	193,000.00	-	-	-	-
Subtotal	5,695,453	6,173,493	4,876,994	-220,163	6,111,731	6,111,731
City Property Tax Levy	5,091,150	6,173,493			6,111,112	6,111,112
Total Revenue	44,748,173	27,624,935	11,527,444	14,589,095	31,150,637	31,150,637
Assessed Value	783,743,100	789,046,700			798,202,000	798,202,000
Tax rate per \$1,000	6.50	7.82			7.66	7.66
* Requires City Tax Levy						

2. The property Tax Levy required to finance the 2024 Budget is \$6,111,112 and the Tax Rate to be established at \$7.66 per \$1,000 of assessed property value.

Requested by: Molly Powell, Treasurer

Introduced by:

Dated: _____ Michael Murray, Mayor

READ: _____

PASSES: _____ Rebecca Weyer, City Clerk

Review of Bids and Award Contract(s) for Tomah Ice Center Addition

Motion by Yarrington, second by Glynn, to approve the bids while also including adding alternative #1 to the plan. Yarrington had concerns that postponing additional construction would cost the city additional funds down the road. Claflin from Keller concurred that postponing additional construction would likely cost 30%-40% in the future. If done now, this would add an additional \$135,000 to the project, which is \$50,000 more than budgeted. The project costs will be covered by room tax dollars over the next 20 years. Motion denied with 7 negative votes. (Scholze, Zabinski, Glynn, Hart, Kiefer, Pater, Peterson) Motion by Kiefer, second by Scholze, to approve the base bid as presented. Motion carried with one negative vote. (Yarrington)

Appear before the Council

Matthew Markin came to raise concern about tourism and the occupancy in this town. He claims his revenue per available room is down 30%. He is asking for the city to increase draw to the town using methods other than military and hockey. He suggested a convention center in the city. Rooms are down \$15.00 per room from last year and he is concerned. He claims that the city "allowing" the addition of the two new hotels has hurt his business.

Request by Melissa Shutter for consideration of granting her a beverage operator's license

Motion by Yarrington, second by Peterson, to recommend the Council overturn the denial and grant the alcohol server license. Motion carried.

Request by Michael Crapser for consideration of granting him a beverage operator's license

Motion by Pater, second by Zabinski, to recommend the Council overturn the approval and approve the alcohol server license. Motion carried.

Mayor

The Mayor invited anyone available to Murrays on Main for the area Thanksgiving Dinner in memory of Ed Thompson. The food will be served at 11:00, and he is looking for volunteers. He wished everyone a happy Thanksgiving.

SET Report November 2023

The Senior Executive Team provided a monthly written report and Chair Kirk Arity asked if the Council had any questions or requests from the SET. Arity covered economic development, environmental initiatives, and meetings the SET attended.

Public Safety October Monthly Report

Chief Adler provided a monthly written report and covered the highlights with the Council.

Fire: Will start a hiring process in December and onboard new employees in January or February. On October 30th there was a vacant structure that caught fire and was a total loss. The annual pump testing was done on all fire equipment and passed inspection.

EMS: Fully staffed, union negotiations starting on 11/22/2023. The state of WI is offering a virtual preparedness training. Alder encouraged all city staff to attend the training. Interested parties should contact Chief Adler.

Senior & Disabled Services Department Monthly Report

Director Buchda provided a monthly written report and covered the highlights with the Council. Reminder that the Sr. Center will be closed on Thursday the 23rd and 24th for Thanksgiving. There are seniors who are looking for snow removal options. If anyone does snow or ice removal and is looking for patrons, they should contact Pam at the Sr. Center so she can share their business information. Buchda is still looking for a yoga, and/or tai chi, instructor.

Common Council and Annual Budget Hearing – November 21, 2023

October Building Permit Report & September/October Code Enforcement Report with year-to-date summary
Building Inspector Rolff provided written reports for permits and code enforcement and asked the Council if they had any questions.

Consent Agenda

Motion by Peterson, second by Pater, to approve the following consent agenda:

- A. Approval of Minutes from October 4, 2023
- B. Approval of Minutes from October 17, 2023
- C. Secondhand Article & Jewelry Dealer Licenses Application for Antique Mall of Tomah
- D. October 31, 2023 Cash and Investments Schedule

Motion carried.

Approval of Change of City of Tomah Insurance Contract

Motion by Glynn, second by Kiefer, to approve the change from EMC/Tricor to the League of Wisconsin Municipalities/Spectrum Insurance Group for the city’s insurance contracts for 2024. Motion carried.

Request by Boys & Girls Club for City of Tomah to waive all permit fees

Motion by Scholze, second by Hart, to approve the request by the Boys & Girls Club for the city of Tomah to waive the permit fees (not commercial electric) for the proposed remodel at 917 Superior Ave. Motion carried.

Request to utilize Economic Development Funds to contract Vandewalle & Associates to complete the City of Tomah Comprehensive Plan update

Motion by Yarrington, second by Pater, to approve the use of up to \$10,000 of economic development funds to update the Comprehensive Plan. Motion carried.

Resolution Authorizing Payment of Monthly Bills

Motion by Kiefer, second by Peterson, to approve the Resolution Authorizing Payment of Monthly Bills in the amount of \$1,633,163.61. Motion carried.

RESOLUTION NO : _____

RESOLUTION AUTHORIZING
PAYMENT OF MONTHLY BILLS

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

1. Pre-Paid Checks:	2023	\$528,921.26	Check #'s:	143577	143805
2. Payroll:		\$274,538.00	Dir Dep #'s:	9300688	9300921
3. Wire/ACH Transfers:		\$823,780.21			
4. Invoices:		\$5,924.14			
Total:		<u>\$1,633,163.61</u>			

Mayor

Clerk

Requested by: Finance Department

Submitted by: Committee of the Whole

November 20, 2023

Resolution to approve contract for City Employee FSA/DHC Plan

Motion by Kiefer, second by Pater, to approve the certificate of resolution for the city employee FSA/DHC plan with Point C. Motion carried.

Common Council and Annual Budget Hearing – November 21, 2023

CERTIFICATE OF RESOLUTION

The undersigned authorized representative of **City of Tomah** (the Employer) hereby certifies that the following resolutions were duly adopted by the governing body of the Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended and restated Welfare Benefit Plan, effective January 01, 2024, presented to this meeting (and a copy of which is attached hereto) is hereby approved and adopted, and that the proper agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of said Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that the Administrator deems necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures for the provision of benefits under the Plan.

RESOLVED, that the proper agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Plan and to deliver to each employee a copy of the Summary Plan Description of the Plan, which Summary Plan Description is attached hereto and is hereby approved.

The undersigned further certifies that attached hereto as Exhibits, are true copies of City of Tomah's Benefit Plan Document and Summary Plan Description approved and adopted at this meeting.

City of Tomah

By: _____
Name: _____
Title: _____

Approval of City of Tomah Personnel Manual

Motion by Scholze second by Peterson, to approve the updated City of Tomah Personnel Manual update as presented. Motion carried.

Mass Transit Shared Ride vendor selection, contract award and lease agreement approval

Motion by Glynn, second by Zabinski, to approve the contract and lease as with Abby Vans as presented for the city of Tomah Mass Transit program. Motion carried.

Appointment of Sandra Vierck to the Housing Authority to fulfill the remaining term of Jessica Grauel ending in April of 2027

Motion by Yarrington, second by Peterson, to approve Mayor Murray’s appointment of Sandra Vierck to the Housing Authority to fulfill the remaining term of Jessica Grauel ending April 2027. Motion carried.

Request to Move the City of Tomah Polling Place Permanently to Recreation Park

The former Fire Station behind City Hall has been used as the polling place for many years. Now that the new Safety Building is occupied, the former Fire Station has become a storage facility for the Police Department. In addition, the voter base has been growing, and more up-to-date electrical facilities are needed for the voting equipment and Badger Books. During Covid, Recreation Park proved to be a wonderful polling place due to its size and other accommodations. It is heat/cool controlled, has plenty of parking, and is handicapped accessible. Motion by Zabinski, second by Glynn, to approve Recreation Park as the permanent polling place for City of Tomah elections. Motion carried.

Easement Approval - Alliant Energy

Alliant Energy is requesting an easement for placement of electrical service and equipment for recreational park, near the horse arena. Motion by Kiefer, second by Pater, to approve the easement for Alliant Energy as presented. Motion carried.

Adjourn to Closed Session Pursuant to Wis Stat § 19.85(1)(e) Deliberating or negotiating the purchasing of public properties and/or the investing of public funds whenever competitive or bargaining reasons require a closed session

Motion by Kiefer, second by Zabinski, to adjourn to closed session pursuant to Wis Stat § 19.85(1)(e). Motion carried. Meeting adjourned to closed session at 7:21 p.m.

Mayor Michael Murray

Attest: Rebecca Weyer, City Clerk

To be approved December 19, 2023

STAFF COMMITTEE PREPARATION REPORT

Agenda Item: Alliant Easement Approval

Summary and Background Information: Alliant energy is requesting an easement for the installation of the underground electric line located on City property near the waste water treatment facility.

Recommendation From: Public Works and Utilities Commission

Minutes Attached:

Yes No

Budget Account:

n/a

Fiscal Impact:

N/a

Staff Responsible for implementation:

Kirk Arity

Economic Impact:

n/a

Zoning/Rezoning Issues:

n/a

Supports Organizational Goals:

Yes No

Questions from SET:

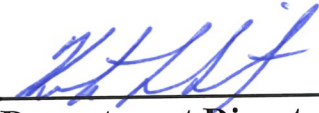
Grants Pursued/Opportunity Pursued:

n/a

Recommendation: Recommend easement approval


SET

12/12/23
Date


Department Director

12/11/23
Date

Committee: Committee of the Whole and/or Common Council
Meeting Date(s):

Document No.

**EASEMENT UNDERGROUND
ELECTRIC AND COMMUNICATION**

The undersigned Grantor(s) City of Tomah, a Municipal Corporation, (hereinafter called the "Grantor"), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee"), the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as indicated below, upon, in, over, through and across lands owned by the Grantor in the Town of LaGrange & City of Tomah, County of Monroe, State of Wisconsin, said Easement Area to be 12 feet in width and described as follows:

See EXHIBIT "A" attached hereto and made a part hereof.

This Easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for underground electric line and underground communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment and other appurtenant equipment associated with underground electric line and communication line facilities.
2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
4. **Tree Trimming:** The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter.
5. **Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, caused by the construction, maintenance or removal of said Designated Facilities.
6. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
7. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
8. **Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Biltmore Lane
Madison, WI 53718

Parcel Identification Number(s)

286-02716-4700

WITNESS the signature(s) of the Grantor this _____ day of _____, 20_____.

CITY OF TOMAH

Signature (SEAL)

Signature (SEAL)

Printed Name and Title

Printed Name and Title

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 20_____, the above named _____
_____ the _____ for the City of Tomah to me known to be the
person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

This instrument drafted by
Justin DeVries

Checked by
Haley Long

October 23, 2023

Project Title: NOTA293/TIPA253 3PH OH UG TIE
ERP Activity ID: 4317266
Tract No.:
Rerow No.:

Exhibit "A"

Lands owned by Grantor:

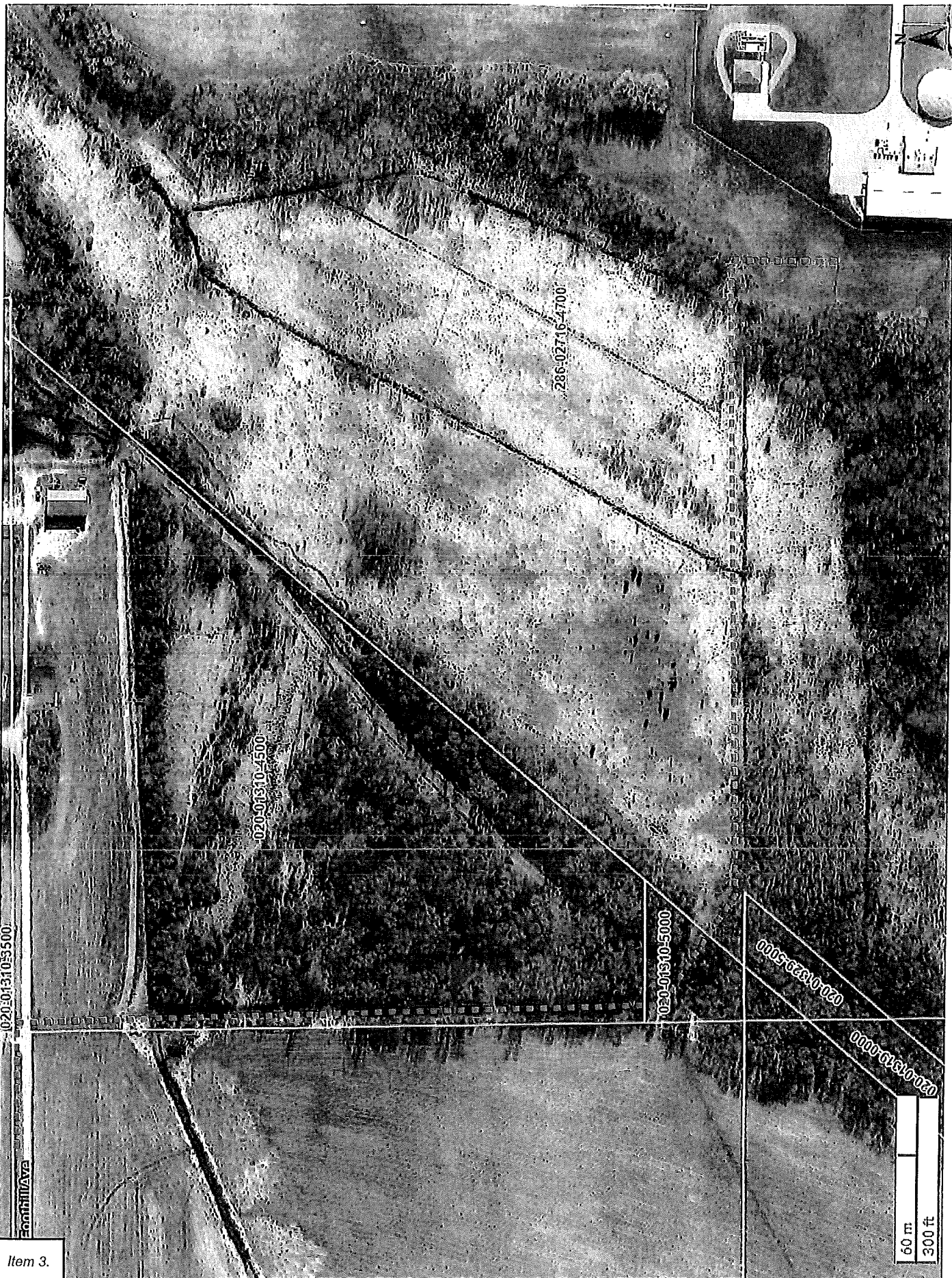
Located in the East Half of the Northeast Quarter (E½ NE¼), the Northeast Quarter of the Southeast Quarter (NE¼ SE¼), and the Southwest Quarter of the Northeast Quarter (SW¼ NE¼) in Section 34, Township 18 North, Range 1 West, Town of LaGrange and City of Tomah, Monroe County, Wisconsin.

Lot Two (2) of a Certified Survey Map recorded in Volume 7 of CSM at Page 223 as Document No. 400829, located in Section Thirty-four (34), Township Eighteen (18) North, Range One (1) West, Town of LaGrange and City of Tomah, Monroe County, Wisconsin.

Grantor's deed being recorded on September 14, 1995, as Document Number 442924 in the office of the Register of Deeds for Monroe County, Wisconsin.

Easement area:

An Easement Area Twelve (12) feet in width, having Six (6) feet of such width on either side of the following-described centerline: the centerline of Grantee's Designated Facilities as constructed, to be constructed, extended, or relocated lying within the above-described real property.



STAFF COMMITTEE PREPARATION REPORT

Agenda Item: Resolution Declaring Official Intent to Reimburse Expenditures From Proceeds of Borrowing

Summary and Background Information:

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

Recommendation From:

Molly Powell, Treasurer

Minutes Attached:

Yes No

Budget Account:

Capital Projects Funds

Fiscal Impact:

Up to \$5,113,500

Staff Responsible for implementation:

Molly Powell, Treasurer

Economic Impact:

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

Zoning/Rezoning Issues:

n/a

Supports Organizational Goals:

Yes No


Questions from SET:

Grants Pursued/Opportunity Pursued: n/a

Recommendation:



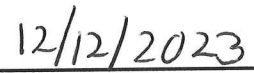
SET



Date



Department Director



Date

Committee: Committee of the Whole and/or Common Council

Meeting Date(s):

RESOLUTION NO.

RESOLUTION DECLARING OFFICIAL INTENT
TO REIMBURSE EXPENDITURES
FROM PROCEEDS OF BORROWING

WHEREAS, the City of Tomah, Monroe County, Wisconsin (the "Issuer") plans to finance 2024 capital improvement projects, including those listed in Exhibit A attached hereto (collectively, the "Project");

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

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

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

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

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

Section 2. Declaration of Official Intent. The Issuer hereby officially declares its intent under Treas. Reg. Section I .150-2 to reimburse said expenditures with proceeds of the Bonds, in an amount not expected to exceed \$5,113,500.

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

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

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

Adopted and recorded _____, 2023

Approved _____, 2023

Michael Murray
Mayor

ATTEST:

(SEAL)

Rebecca Weyer
City Clerk

City of Tomah
2024 Capital Projects - Reimbursement Resolution

DEPARTMENT	DESCRIPTION	COST
CITY HALL	IT INFRASTRUCTURE	70,000.00
CITY HALL	CITY HALL BREAKROOM UPGRADES	10,000.00
CITY HALL	CITY HALL HAND RAIL	4,000.00
CITY HALL	CITY HALL TOWER RECONSTRUCTION	10,000.00
PARKS	TORO SAND PRO	34,000.00
PARKS	TORO GTX	14,000.00
PARKS	PARKS PROJECTS	2,500,000.00
PARKS	ICE ARENA	1,000,000.00
PARKS	BUILDING UPGRADES	50,000.00
PARKS	MEMORIAL PARK BATHROOMS	10,000.00
POLICE	2 SQUADS WITH UPFITTING	123,000.00
POLICE	GENERATOR	6,000.00
POLICE	PD FILTER ADDITION	7,500.00
STREETS	COUNTY HWY ET	800,000.00
STREETS	STREET SHOP ROOF	100,000.00
STREETS	SEAL COATING PROJECTS	250,000.00
STREETS	STORAGE BUILDING UPGRADES	20,000.00
SENIOR CENTER	ROOF	50,000.00
SENIOR CENTER	BUILDING PAINTING AND UPGRADES	<u>55,000.00</u>
		5,113,500.00

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Resolution Increasing Agency Fare for City of Tomah's shared ride service

Summary and Background Information:

City of Tomah has negotiated agency fares with certain programs within the City. This agency's fare was set at \$6.00/ride. As our expenses continue to increase for the service, and as we would like to continue to provide mass transit services to the residents of the City of Tomah, we would like to increase the agency fare to \$10.00/ride. This fare is consistent with agency fares in surrounding areas.

Recommendation From:

Molly Powell, Treasurer

Minutes Attached:

Yes No

Budget Account:

Mass Transit Fare Revenue

Fiscal Impact:

An additional \$4/agency ride or an approximate \$80,000 toward the operation of our service.

Staff Responsible for implementation:

Molly Powell, Treasurer

Economic Impact:

Help to offset the City's required portion of the Mass Transit operation.

Zoning/Rezoning Issues:

n/a

Supports Organizational Goals:

Yes No

Questions from SET:

Grants Pursued/Opportunity Pursued:

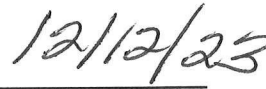
n/a

Recommendation:

Approve the increase as requested.



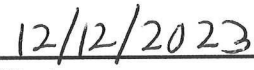
SET



Date



Department/Director



Date

Committee: Committee of the Whole and/or Common Council
Meeting Date(s):

RESOLUTION

WHEREAS, The City of Tomah participates in the public transit program offered by the Wisconsin Department of Transportation under Sec. 85.20 of the Wisconsin Statutes and Section 5311 of the Federal Transit Act as Amended, and;

WHEREAS, These programs require the City to set a Tariff Schedule that establishes fares for the operation of the public transit system under the state and federal programs referenced above, and;

WHEREAS, USC 49 CFR Part 37.131(c)(4) allows public transit programs to charge Agency Fares to organizations who receive funding to transport individuals served under certain programs, and:

WHEREAS, the use of agency fares will reduce the amount of local subsidy required of the City of Tomah to support the shared-ride taxi program.

NOW, THEREFORE, BE IT RESOLVED that the City Council the City of Tomah meeting this 19th day of December , 2023 does hereby adopt the following an agency fare of \$10.00 per one-way ride for the shared-ride taxi program.

BE IT FURTHER RESOLVED that this fare shall be effective on the first day of the month, January 2024 by adoption of this resolution by the Council, and may be amended at any time.

BE IT ALSO RESOLVED that Abby Vans Inc., the City’s shared-ride taxi operator, may charge and retain an administrative fee to cover any of its expenses involved in collecting these agency fares.

Mike Murray, Mayor

ATTEST:

Rebecca Weyer, City Clerk

RESOLUTION NO : _____

RESOLUTION AUTHORIZING
PAYMENT OF MONTHLY BILLS

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

1. Pre-Paid Checks:	2023	\$406,957.31	Check #'s:	143806	143832
				143850	143889
2. Payroll:		\$284,691.40	Dir Dep #'s:	9300922	9301157
3. Wire/ACH Transfers:		\$391,993.05			
4. Invoices:		\$60,301.16			
	Total:	<u>\$1,143,942.92</u>			

Mayor

Clerk

Requested by: Finance Department

Submitted by: Committee of the Whole

December 18, 2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
ALLIANT ENERGY/WPL							
30	ALLIANT ENERGY/WPL	01085300000 1	0108530000	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	292.89	
30	ALLIANT ENERGY/WPL	0308030000 11	0308030000	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	51.45	
30	ALLIANT ENERGY/WPL	0806110000 12	0806110000	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	169.13	
30	ALLIANT ENERGY/WPL	1025100000 12	1025100000	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	131.00	
30	ALLIANT ENERGY/WPL	2131000000 12	2131000000	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	30.10	
30	ALLIANT ENERGY/WPL	2822167112 11	ELECTRIC	12/05/2023	03-52300-2210 AMBULANCE UTIL-ELE	1,335.75	
30	ALLIANT ENERGY/WPL	2822167112 11	ELECTRIC	12/05/2023	01-52200-2210 FIRE PROTECTION UT	572.47	
30	ALLIANT ENERGY/WPL	3781840000 12	3781840000	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	178.68	
30	ALLIANT ENERGY/WPL	4309800000 12	5309800000	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	65.27	
30	ALLIANT ENERGY/WPL	4452240000 11	4452240000	12/20/2023	01-55402-2210 AQUATIC CENTER UTI	94.77	
30	ALLIANT ENERGY/WPL	4519649155 11	4519649155	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	19.40	
30	ALLIANT ENERGY/WPL	5122340000 12	5122340000	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	178.91	
30	ALLIANT ENERGY/WPL	5304120000 12	5305120000	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	18.42	
30	ALLIANT ENERGY/WPL	5491010000 12	5491010000	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	46.57	
30	ALLIANT ENERGY/WPL	5730840000 11	5730840000	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	59.14	
30	ALLIANT ENERGY/WPL	5817900000 11	5817900000	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	72.36	
30	ALLIANT ENERGY/WPL	6198210000 12	6198210000	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	19.40	
30	ALLIANT ENERGY/WPL	6301650000 11	6301650000	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	18.42	
30	ALLIANT ENERGY/WPL	6426740000 12	642740000	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	32.49	
30	ALLIANT ENERGY/WPL	7127140000 12	7127140000	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	214.63	
30	ALLIANT ENERGY/WPL	7699530000 11	7699530000	12/20/2023	01-55402-2210 AQUATIC CENTER UTI	50.10	
30	ALLIANT ENERGY/WPL	7892520000 11	2892520000 12.23	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	20.11	
30	ALLIANT ENERGY/WPL	9589110000 12	9589110000	12/20/2023	01-55200-2210 OTHER PARKS UTIL-E	18.59	
Total ALLIANT ENERGY/WPL:						3,690.05	
BEST KEPT PORTABLES LLC							
84	BEST KEPT PORTABLES LLC	17738	i7738	12/20/2023	01-55401-3400 RECREATION PARK O	625.00	
Total BEST KEPT PORTABLES LLC:						625.00	
EMERGENCY MEDICAL PRODUCTS INC							
216	EMERGENCY MEDICAL PRODU	2599281	NITRILE GLOVES AND ICU SODIUM C	12/04/2023	03-52300-3402 AMBULANCE OPER -	782.60	
216	EMERGENCY MEDICAL PRODU	2600455	MEDICAL SUPPLIES	12/05/2023	03-52300-3402 AMBULANCE OPER -	242.52	
Total EMERGENCY MEDICAL PRODUCTS INC:						1,025.12	
KELLER INC							
366	KELLER INC	48090	48090	12/20/2023	08-57621-8200 REC PARK OUTLAY BU	50,000.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Total KELLER INC:						50,000.00	
LARKIN'S GMC INC							
387	LARKIN'S GMC INC	85581	REPLACE BATTERY ON COMMAND	12/05/2023	01-52200-3500 FIRE PROTECTION RE	211.51	
Total LARKIN'S GMC INC:						211.51	
MISSISSIPPI WELDERS SUPPLY COMPANY INC							
442	MISSISSIPPI WELDERS SUPPL	1690958	CYLINDERS	12/04/2023	03-52300-3400 AMBULANCE OPERATI	12.00	
Total MISSISSIPPI WELDERS SUPPLY COMPANY INC:						12.00	
NAME TAPE FACTORY							
1201	NAME TAPE FACTORY	16492	PATCHES ON SHIRTS	12/04/2023	03-52300-3400 AMBULANCE OPERATI	12.90	
Total NAME TAPE FACTORY:						12.90	
QUILL CORPORATION							
538	QUILL CORPORATION	35799665	LETTER TRAY AND SCISSORS	12/05/2023	03-52300-3100 AMBULANCE OFFICE	64.67	
Total QUILL CORPORATION:						64.67	
STEAM-A-WAY CLEANING CO INC							
1122	STEAM-A-WAY CLEANING CO I	2311-956	2311-956	12/20/2023	12-55500-3500 SR & DISAB REPAIR &	2,105.20	
Total STEAM-A-WAY CLEANING CO INC:						2,105.20	
STEVE JORGENSEN							
2414	STEVE JORGENSEN	12.29.23 - MUS	12.29.23	12/20/2023	12-55500-3410 SR & DISAB OP SUP-	100.00	
Total STEVE JORGENSEN:						100.00	
TOMAH WATER & SEWER UTILITY							
658	TOMAH WATER & SEWER UTILI	3581.00 11.23	WATER & SEWER	12/06/2023	03-52300-2220 AMBULANCE UTIL-W&	180.66	
658	TOMAH WATER & SEWER UTILI	3581.00 11.23	WATER & SEWER	12/06/2023	01-52200-2220 FIRE PROTECTION UT	45.16	
658	TOMAH WATER & SEWER UTILI	67101.01 11.23	67101.01	12/20/2023	12-55500-2220 SR & DISAB UTIL-W&S	35.06	
Total TOMAH WATER & SEWER UTILITY:						260.88	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
WE ENERGIES							
721	WE ENERGIES	0701377292-0	0701377292-00001	12/20/2023	01-55200-2200 OTHER PARKS UTIL-G	268.10	
721	WE ENERGIES	0704935413-0	0704935413-00001	12/20/2023	01-55200-2200 OTHER PARKS UTIL-G	351.00	
721	WE ENERGIES	07066515242-	0706515242-00002	12/20/2023	01-55200-2200 OTHER PARKS UTIL-G	.66	
721	WE ENERGIES	0706823812-0	0706723812-00005	12/20/2023	12-55500-2200 SR & DISAB UTIL-GAS	46.12	
721	WE ENERGIES	0707349941-0	0707349941-00001	12/20/2023	01-55200-2200 OTHER PARKS UTIL-G	142.73	
721	WE ENERGIES	0707713977-0	0707713977-00001	12/20/2023	01-55402-2200 AQUATIC CENTER UTI	43.32	
721	WE ENERGIES	0711622483-00	0711622483-00001	12/20/2023	01-55200-2200 OTHER PARKS UTIL-G	80.05	
721	WE ENERGIES	0712259790-0	0712259790-00001	12/20/2023	01-55200-2200 OTHER PARKS UTIL-G	678.53	
721	WE ENERGIES	0714229616-0	0714229616-00001	12/20/2023	01-55402-2200 AQUATIC CENTER UTI	.66	
721	WE ENERGIES	0715711655-00	0715711655-00001	12/20/2023	01-55200-2200 OTHER PARKS UTIL-G	112.01	
721	WE ENERGIES	0717659443-0	0717659443-00001	12/20/2023	12-55500-2200 SR & DISAB UTIL-GAS	280.73	
721	WE ENERGIES	0719795727-0	0719795727-00001	12/20/2023	01-55200-2200 OTHER PARKS UTIL-G	114.62	
Total WE ENERGIES:						2,118.53	
WESTERN TECHNICAL COLLEGE							
728	WESTERN TECHNICAL COLLEGE	IN13587	BLS PROVIDER CARDS AND CPR TRA	12/05/2023	03-52300-3350 AMBULANCE TRAININ	12.00	
Total WESTERN TECHNICAL COLLEGE:						12.00	
WIL-KIL PEST CONTROL							
754	WIL-KIL PEST CONTROL	4763869	4763869	12/20/2023	01-55200-3500 OTHER PARKS REPAI	63.30	
Total WIL-KIL PEST CONTROL:						63.30	
Grand Totals:						60,301.16	

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

Mayor: _____ Murray, Mike

City Council: _____ Glynn, John

Pater, Nellie

Peterson, Dean

Kiefer, Lamont

Scholze, Travis

Hart, Nicole

Yarrington, Richard

Zabinski, Shawn

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
143806										
11/23	11/21/2023	143806	24	AIRGAS USA LLC	5502419685	1	01-53311-2900	.00	141.41	141.41
Total 143806:								.00		141.41
143807										
11/23	11/21/2023	143807	27	ALL AMERICAN DO-IT CENTER	54141/3	1	01-55401-3500	.00	44.98	44.98
Total 143807:								.00		44.98
143808										
11/23	11/21/2023	143808	30	ALLIANT ENERGY/WPL	4519649155	1	01-55300-2210	.00	120.48	120.48
Total 143808:								.00		120.48
143809										
11/23	11/21/2023	143809	34	ALLSTATE PETERBILT OF TOM	52031199879	1	01-53635-3500	.00	391.45	391.45
Total 143809:								.00		391.45
143810										
11/23	11/21/2023	143810	78	BEAR GRAPHICS INC	0925257	1	01-51440-3100	.00	543.21	543.21
Total 143810:								.00		543.21
143811										
11/23	11/21/2023	143811	96	BOUND TREE MEDICAL LLC	85148686	1	03-52300-3402	.00	147.65	147.65
Total 143811:								.00		147.65
143812										
11/23	11/21/2023	143812	173	CRAM'S COMPUTER CENTER L	6063	1	03-52300-2900	.00	159.00	159.00
Total 143812:								.00		159.00
143813										
11/23	11/21/2023	143813	216	EMERGENCY MEDICAL PRODU	2595854	1	03-52300-3402	.00	226.94	226.94

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 143813:								.00		226.94
143814										
11/23	11/21/2023	143814	275	GHD SERVICES INC	340-0086446	1	01-53630-5300	.00	749.68	749.68
Total 143814:								.00		749.68
143815										
11/23	11/21/2023	143815	311	HILLSBORO EQUIPMENT INC	315855	1	01-53311-3502	.00	141.50	141.50
Total 143815:								.00		141.50
143816										
11/23	11/21/2023	143816	371	KIRVIDA FIRE INC	11928	1	01-52200-2100	.00	444.50	444.50
11/23	11/21/2023	143816	371	KIRVIDA FIRE INC	11929	1	01-52200-2100	.00	650.42	650.42
11/23	11/21/2023	143816	371	KIRVIDA FIRE INC	11930	1	01-52200-2100	.00	637.22	637.22
11/23	11/21/2023	143816	371	KIRVIDA FIRE INC	11931	1	01-52200-2100	.00	650.42	650.42
Total 143816:								.00		2,382.56
143817										
11/23	11/21/2023	143817	375	KWIK TRIP CREDIT DEPT	00410435 10	1	01-53311-3401	.00	6,190.36	6,190.36
Total 143817:								.00		6,190.36
143818										
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 10.2	1	01-52100-2230	.00	700.63	700.63
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 10.2	2	01-51200-2230	.00	57.82	57.82
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 10.2	3	01-51520-2230	.00	62.32	62.32
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 10.2	4	01-51415-2230	.00	15.22	15.22
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 10.2	5	01-51420-2230	.00	57.43	57.43
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 10.2	6	01-51100-2230	.00	15.22	15.22
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 10.2	7	01-51530-2230	.00	15.22	15.22
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 10.2	8	01-51410-2230	.00	25.95	25.95
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 10.2	9	01-52400-2230	.00	46.92	46.92
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 10.2	10	01-53100-2230	.00	58.94	58.94
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 10.2	11	01-15610	.00	32.07	32.07
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 10.2	12	01-15620	.00	47.51	47.51

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 10.2	13	01-55200-2230	.00	16.17	16.17
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 10.2	14	01-52100-2230	.00	175.00	175.00
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 10.2	15	01-51450-2900	.00	175.00	175.00
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 10.2	16	01-15610	.00	19.22	19.22
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 10.2	17	01-15610	.00	18.95	18.95
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 11.23	1	01-52100-2230	.00	706.29	706.29
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 11.23	2	01-51200-2230	.00	57.82	57.82
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 11.23	3	01-51520-2230	.00	61.16	61.16
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 11.23	4	01-51415-2230	.00	15.22	15.22
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 11.23	5	01-51420-2230	.00	59.67	59.67
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 11.23	6	01-51100-2230	.00	15.22	15.22
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 11.23	7	01-51530-2230	.00	16.66	16.66
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 11.23	8	01-51410-2230	.00	25.95	25.95
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 11.23	9	01-52400-2230	.00	47.36	47.36
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 11.23	10	01-53100-2230	.00	60.60	60.60
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 11.23	11	01-15610	.00	29.84	29.84
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 11.23	12	01-15620	.00	46.88	46.88
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 11.23	13	01-55200-2230	.00	15.57	15.57
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 11.23	14	01-52100-2230	.00	175.00	175.00
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 11.23	15	01-51450-2900	.00	175.00	175.00
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 11.23	16	01-15610	.00	19.22	19.22
11/23	11/21/2023	143818	2328	LYNXX NETWORKS	690500 11.23	17	01-15610	.00	18.95	18.95
Total 143818:								.00	3,086.00	
143819										
11/23	11/21/2023	143819	1757	MACQUEEN EQUIPMENT LLC	P22219	1	01-57220-8300	.00	4,462.34	4,462.34
11/23	11/21/2023	143819	1757	MACQUEEN EQUIPMENT LLC	P31599	1	01-53620-3500	.00	1,384.74	1,384.74
Total 143819:								.00	5,847.08	
143820										
11/23	11/21/2023	143820	416	MATHY CONSTRUCTION COMP	5700007040	1	01-53311-3405	.00	1,210.05	1,210.05
11/23	11/21/2023	143820	416	MATHY CONSTRUCTION COMP	5700007041	1	01-53311-3405	.00	450.00	450.00
Total 143820:								.00	1,660.05	
143821										
11/23	11/21/2023	143821	2124	MEDLINE INDUSTRIES, INC.	2294729530	1	03-52300-3402	.00	292.34	292.34

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 143821:								.00		292.34
143822										
11/23	11/21/2023	143822	442	MISSISSIPPI WELDERS SUPPL	493453	1	03-52300-3400	.00	86.87	86.87
Total 143822:								.00		86.87
143823										
11/23	11/21/2023	143823	444	MODERN DISPOSAL SYSTEMS	500,155978	1	01-53635-2900	.00	5,325.79	5,325.79
Total 143823:								.00		5,325.79
143824										
11/23	11/21/2023	143824	454	MONROE CO TREASURER	10.23	1	01-24300	.00	1,406.38	1,406.38
11/23	11/21/2023	143824	454	MONROE CO TREASURER	316 WOODA	1	09-12100	.00	1,000.00	1,000.00
Total 143824:								.00		2,406.38
143825										
11/23	11/21/2023	143825	2552	PROVISION PARTNERS	3120703	1	01-53311-3500	.00	47.00	47.00
11/23	11/21/2023	143825	2552	PROVISION PARTNERS	3210029	1	08-57620-8100	.00	400.00	400.00
11/23	11/21/2023	143825	2552	PROVISION PARTNERS	3210403	1	01-53311-3500	.00	47.00	47.00
11/23	11/21/2023	143825	2552	PROVISION PARTNERS	3210601	1	01-53311-2900	.00	30.15	30.15
Total 143825:								.00		524.15
143826										
11/23	11/21/2023	143826	538	QUILL CORPORATION	35406084	1	03-52300-3400	.00	437.94	437.94
Total 143826:								.00		437.94
143827										
11/23	11/21/2023	143827	599	STATE OF WISCONSIN-COURT	OCT 2023	1	01-24240	.00	3,501.42	3,501.42
Total 143827:								.00		3,501.42
143828										
11/23	11/21/2023	143828	2551	TOMAH HIGH SCHOOL	THS GYM D	1	01-55300-3400	.00	250.00	250.00

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Total 143828:								.00		250.00
143829										
11/23	11/21/2023	143829	672	TRI-STATE BUSINESS MACHINE	586774	1	03-52300-2900	.00	106.74	106.74
Total 143829:								.00		106.74
143830										
11/23	11/21/2023	143830	2315	VANDEWALLE & ASSOCIATES	202307034	1	06-56700-2100	.00	772.50	772.50
11/23	11/21/2023	143830	2315	VANDEWALLE & ASSOCIATES	202307034	2	06-56700-2100	.00	165.00	165.00
11/23	11/21/2023	143830	2315	VANDEWALLE & ASSOCIATES	202307034	3	20-56700-2100	.00	31.88	31.88
11/23	11/21/2023	143830	2315	VANDEWALLE & ASSOCIATES	202307034	4	18-56700-2100	.00	31.88	31.88
11/23	11/21/2023	143830	2315	VANDEWALLE & ASSOCIATES	202307034	5	14-56700-2100	.00	31.87	31.87
11/23	11/21/2023	143830	2315	VANDEWALLE & ASSOCIATES	202307034	6	17-56700-2100	.00	31.87	31.87
11/23	11/21/2023	143830	2315	VANDEWALLE & ASSOCIATES	202308038	1	06-56700-2100	.00	2,755.00	2,755.00
11/23	11/21/2023	143830	2315	VANDEWALLE & ASSOCIATES	202308038	2	06-56700-2100	.00	137.50	137.50
11/23	11/21/2023	143830	2315	VANDEWALLE & ASSOCIATES	202308038	3	18-56700-2100	.00	160.94	160.94
11/23	11/21/2023	143830	2315	VANDEWALLE & ASSOCIATES	202308038	4	20-56700-2100	.00	160.94	160.94
11/23	11/21/2023	143830	2315	VANDEWALLE & ASSOCIATES	202308038	5	14-56700-2100	.00	160.93	160.93
11/23	11/21/2023	143830	2315	VANDEWALLE & ASSOCIATES	202308038	6	17-56700-2100	.00	160.94	160.94
11/23	11/21/2023	143830	2315	VANDEWALLE & ASSOCIATES	202309063	1	06-56700-2100	.00	292.50	292.50
11/23	11/21/2023	143830	2315	VANDEWALLE & ASSOCIATES	202309063	2	06-56700-2100	.00	442.50	442.50
11/23	11/21/2023	143830	2315	VANDEWALLE & ASSOCIATES	202309063	3	20-56700-2100	.00	107.50	107.50
11/23	11/21/2023	143830	2315	VANDEWALLE & ASSOCIATES	202309063	4	18-56700-2100	.00	107.50	107.50
11/23	11/21/2023	143830	2315	VANDEWALLE & ASSOCIATES	202309063	5	17-56700-2100	.00	107.50	107.50
11/23	11/21/2023	143830	2315	VANDEWALLE & ASSOCIATES	202309063	6	14-56700-2100	.00	107.50	107.50
Total 143830:								.00		5,766.25
143831										
11/23	11/21/2023	143831	749	WI SCTF	PP #23	1	01-21590	.00	683.35	683.35
Total 143831:								.00		683.35
143832										
11/23	11/21/2023	143832	770	WOLF CONCRETE & CONSTRU	2023-11	1	01-53311-3406	.00	6,304.20	6,304.20
11/23	11/21/2023	143832	770	WOLF CONCRETE & CONSTRU	2023-12	1	01-53311-3405	.00	1,719.75	1,719.75

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 143832:								.00		8,023.95
143850										
11/23	11/30/2023	143850	2550	407 ETR	ACCT #6427	1	05-52140-3400	.00	17.43	17.43
Total 143850:								.00		17.43
143851										
11/23	11/30/2023	143851	13	ADT SECURITY SERVICES	DEC 23 to F	1	01-51600-2900	.00	183.36	183.36
Total 143851:								.00		183.36
143852										
11/23	11/30/2023	143852	27	ALL AMERICAN DO-IT CENTER	54458/3	1	01-55200-3500	.00	15.49	15.49
Total 143852:								.00		15.49
143853										
11/23	11/30/2023	143853	2403	ASSOCIATED APPRAISAL CON	171727	1	01-51530-2100	.00	11,649.84	11,649.84
Total 143853:								.00		11,649.84
143854										
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522252601	1	01-53311-3512	.00	147.72	147.72
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522252856	1	01-53311-3512	.00	184.92	184.92
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522252879	1	01-53311-3512	.00	82.55	82.55
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522252955	1	01-53311-3502	.00	21.97	21.97
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522252993	1	01-53311-3512	.00	52.89	52.89
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522253045	1	01-53311-3408	.00	58.99	58.99
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522253115	1	01-53311-3408	.00	41.88	41.88
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522253159	1	01-53311-3512	.00	6.12	6.12
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522253178	1	01-53311-3512	.00	151.87	151.87
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522253303	1	01-53311-3408	.00	8.99	8.99
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522253333	1	01-53311-3512	.00	13.40	13.40
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522253498	1	01-53311-3502	.00	6.99	6.99
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522253516	1	01-53311-3408	.00	34.99	34.99
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522253705	1	01-53311-3502	.00	4.98	4.98
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522253778	1	01-53311-3502	.00	4.85	4.85

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11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522253793	1	01-53311-3502	.00	136.98	136.98
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522254184	1	01-53311-3408	.00	45.48	45.48
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522254260	1	01-53311-3408	.00	293.98	293.98
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522254349	1	01-53311-3408	.00	293.98-	293.98-
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522254366	1	01-53311-3502	.00	29.98	29.98
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522254554	1	01-53311-3502	.00	72.39	72.39
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522254595	1	01-53311-3408	.00	399.98	399.98
11/23	11/30/2023	143854	2341	AUTO VALUE TOMAH (STREET)	522254611	1	01-53311-3508	.00	4.85	4.85
Total 143854:								.00		1,512.77
143855										
11/23	11/30/2023	143855	81	BERNIE BUCHNER INC	#881579	1	01-52100-3550	.00	1,159.39	1,159.39
Total 143855:								.00		1,159.39
143856										
11/23	11/30/2023	143856	96	BOUND TREE MEDICAL LLC	85161831	1	03-52300-3402	.00	414.98	414.98
Total 143856:								.00		414.98
143857										
11/23	11/30/2023	143857	2365	Brightspeed	301313471 1	1	01-53510-2230	.00	34.31	34.31
11/23	11/30/2023	143857	2365	Brightspeed	301313476 1	1	02-56910-2230	.00	43.29	43.29
11/23	11/30/2023	143857	2365	Brightspeed	301313477 1	1	01-53311-2230	.00	339.45	339.45
11/23	11/30/2023	143857	2365	Brightspeed	301313478 1	1	01-55402-2230	.00	140.79	140.79
11/23	11/30/2023	143857	2365	Brightspeed	DEC 2023	1	01-52100-2230	.00	30.00	30.00
Total 143857:								.00		587.84
143858										
11/23	11/30/2023	143858	2302	CINTAS CORPORATION	5174754239	1	01-53311-2900	.00	81.19	81.19
Total 143858:								.00		81.19
143859										
11/23	11/30/2023	143859	1777	DELTA DENTAL	NOV 2023 01	1	01-21597	.00	1,472.26	1,472.26

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Total 143859:								.00		1,472.26
143860										
11/23	11/30/2023	143860	205	DON'S PLUMBING SERVICE INC	115952	1	01-55401-3500	.00	25.00	25.00
Total 143860:								.00		25.00
143861										
11/23	11/30/2023	143861	216	EMERGENCY MEDICAL PRODU	2597389	1	03-52300-3402	.00	225.72	225.72
11/23	11/30/2023	143861	216	EMERGENCY MEDICAL PRODU	2597816	1	03-52300-3402	.00	829.97	829.97
11/23	11/30/2023	143861	216	EMERGENCY MEDICAL PRODU	2597989	1	03-52300-3402	.00	5.97	5.97
11/23	11/30/2023	143861	216	EMERGENCY MEDICAL PRODU	2598025	1	03-52300-3402	.00	3.98	3.98
11/23	11/30/2023	143861	216	EMERGENCY MEDICAL PRODU	2598728	1	03-52300-3402	.00	51.66	51.66
Total 143861:								.00		1,117.30
143862										
11/23	11/30/2023	143862	220	EO JOHNSON CO	#INV143854	1	01-52100-2900	.00	45.85	45.85
Total 143862:								.00		45.85
143863										
11/23	11/30/2023	143863	274	GERKE EXCAVATING INC	1	1	08-57620-8200	.00	275,976.66	275,976.66
Total 143863:								.00		275,976.66
143864										
11/23	11/30/2023	143864	287	GRAY ELECTRIC LLC	#33580	1	08-57210-8200	.00	37,761.05	37,761.05
Total 143864:								.00		37,761.05
143865										
11/23	11/30/2023	143865	333	INTERNATIONAL PAPER CO	22600251-01	1	01-53630-2100	.00	2,824.62	2,824.62
Total 143865:								.00		2,824.62
143866										
11/23	11/30/2023	143866	349	J-J'S FLORAL SHOP LLC	MARSHALL	1	05-52110-3400	.00	40.00	40.00

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Total 143866:								.00		40.00
143867										
11/23	11/30/2023	143867	396	LEXISNEXIS RISK DATA MANAG	#1378284-20	1	01-52100-2900	.00	40.00	40.00
Total 143867:								.00		40.00
143868										
11/23	11/30/2023	143868	1391	LOFFLER COMPANIES	4534990	1	01-51420-2100	.00	60.67	60.67
Total 143868:								.00		60.67
143869										
11/23	11/30/2023	143869	2554	MACH IV	9664	1	08-57621-8200	.00	3,245.00	3,245.00
Total 143869:								.00		3,245.00
143870										
11/23	11/30/2023	143870	416	MATHY CONSTRUCTION COMP	5200022853	1	01-53311-3405	.00	2,279.59	2,279.59
11/23	11/30/2023	143870	416	MATHY CONSTRUCTION COMP	5700007048	1	01-53311-3405	.00	840.65	840.65
Total 143870:								.00		3,120.24
143871										
11/23	11/30/2023	143871	2553	OAK CREEK POLICE DEPARTM	4-23-24 Train	1	01-52100-3350	.00	15.00	15.00
Total 143871:								.00		15.00
143872										
11/23	11/30/2023	143872	2117	PAUL SLOAN	REID METH	1	01-52100-3350	.00	174.28	174.28
Total 143872:								.00		174.28
143873										
11/23	11/30/2023	143873	2372	Registration Fee Trust	23 FORD EX	1	01-52100-3500	.00	169.50	169.50
Total 143873:								.00		169.50

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143874										
11/23	11/30/2023	143874	555	RICK'S CERTIFIED AUTO OF TO	79177	1	01-53311-2900	.00	35.15	35.15
11/23	11/30/2023	143874	555	RICK'S CERTIFIED AUTO OF TO	79179	1	01-53311-2900	.00	34.18	34.18
Total 143874:								.00	69.33	69.33
143875										
11/23	11/30/2023	143875	577	SECURIAN FINANCIAL GROUP I	76038 11.23	1	01-21530	.00	181.18	181.18
Total 143875:								.00	181.18	181.18
143876										
11/23	11/30/2023	143876	2139	SPECTRUM	17153960111	1	12-55500-2240	.00	193.17	193.17
Total 143876:								.00	193.17	193.17
143877										
11/23	11/30/2023	143877	2111	STAPLES	#355181514	1	01-52100-3100	.00	150.95	150.95
Total 143877:								.00	150.95	150.95
143878										
11/23	11/30/2023	143878	1287	STRYKER SALES CORP	9204996884	1	03-52300-3500	.00	11.02	11.02
Total 143878:								.00	11.02	11.02
143879										
11/23	11/30/2023	143879	611	TAPCO	1761263	1	01-53311-2900	.00	1,098.00	1,098.00
11/23	11/30/2023	143879	611	TAPCO	1761265	1	14-57331-8553	.00	4,453.10	4,453.10
Total 143879:								.00	5,551.10	5,551.10
143880										
11/23	11/30/2023	143880	620	THE POLICE & SHERIFFS PRES	#185087	1	01-52100-2100	.00	32.60	32.60
11/23	11/30/2023	143880	620	THE POLICE & SHERIFFS PRES	#185567	1	01-52100-2100	.00	17.60	17.60
11/23	11/30/2023	143880	620	THE POLICE & SHERIFFS PRES	#185797	1	01-52100-2100	.00	17.60	17.60
Total 143880:								.00	67.80	67.80

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
143881										
11/23	11/30/2023	143881	637	TOMAH AREA SCHOOL DISTRICT	PARKING FE	1	01-24600	.00	2,055.80	2,055.80
Total 143881:								.00		2,055.80
143882										
11/23	11/30/2023	143882	639	TOMAH CASH STORE	2	1	01-51600-3400	.00	200.00	200.00
11/23	11/30/2023	143882	639	TOMAH CASH STORE	71514	1	01-53311-3409	.00	199.99	199.99
Total 143882:								.00		399.99
143883										
11/23	11/30/2023	143883	1744	TOMAH HEALTH	OCT 2023 BL	1	01-52100-3400	.00	181.50	181.50
Total 143883:								.00		181.50
143884										
11/23	11/30/2023	143884	660	TOMAH WELDING & STEEL SUP	22497	1	01-53311-3512	.00	45.00	45.00
Total 143884:								.00		45.00
143885										
11/23	11/30/2023	143885	672	TRI-STATE BUSINESS MACHINE	587506	1	01-51200-2900	.00	23.00	23.00
Total 143885:								.00		23.00
143886										
11/23	11/30/2023	143886	2555	VICKEY BOWIE	SHELTER R	1	01-46721	.00	75.82	75.82
11/23	11/30/2023	143886	2555	VICKEY BOWIE	SHELTER R	2	09-12100	.00	4.18	4.18
Total 143886:								.00		80.00
143887										
11/23	11/30/2023	143887	2402	VSP Insurance Co.	819270862	1	01-21596	.00	621.87	621.87
Total 143887:								.00		621.87
143888										
11/23	11/30/2023	143888	758	WIRE PRO ELECTRIC LLC	21815	1	05-48508	.00	2,381.72	2,381.72

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
11/23	11/30/2023	143888	758	WIRE PRO ELECTRIC LLC	21865	1	08-57621-8300	.00	3,041.23	3,041.23
Total 143888:								.00		5,422.95
143889										
11/23	11/30/2023	143889	779	ZARNOTH BRUSH WORKS INC	0196131-IN	1	01-53311-3502	.00	955.40	955.40
Total 143889:								.00		955.40
Grand Totals:								.00		406,957.31

Dated: _____

Mayor: _____ Murray, Mike

City Council: _____ Glynn, John

_____ Pater, Nellie

_____ Peterson, Dean

_____ Kiefer, Lamont

_____ Scholze, Travis

_____ Hart, Nicole

_____ Yarrington, Richard

_____ Zabinski, Shawn

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

CP WI Development, LLC Lease

Summary and Background Information:

The lease offer is attached. This lease is for the landfill property on Noth Ave., as described on the attachment.

Recommendation From:

Committee of the Whole

Minutes Attached:

Yes No

Budget Account:

01-48250 – Lease Revenue

Fiscal Impact:

\$2,500, \$5,000 bonus then approximately \$25,000 per year.

Staff Responsible for implementation:

Kirk Arity

Economic Impact:**Zoning/Rezoning Issues:****Supports Organizational Goals:**

Yes No

Questions from SET:**Grants Pursued/Opportunity Pursued:****Recommendation:**


SET

12/12/23
Date


Department Director

12/12/23
Date

Committee: Committee of the Whole and/or Common Council
Meeting Date(s):

Agreement: Our Option to Lease Your Land

This “**Agreement**” is made as of December 31, 2023, which is the “**Effective Date**,” between you and us. “You” means the person(s) named below as Option Grantor. “We” and “us” means the person named below as Option Grantee.

You have assured us that you (and only you) own fee simple title to the “**Land**” described in the attached Exhibit A and that there is no existing mortgage or lease on the Land or any buildings, except for any mortgage or lease described on Exhibit A.

The Land is also described on the “**Schematic**,” which refers, collectively, to the photographs attached as Exhibit B, as marked to show (A) the Land's property lines and (B) the maximum boundary lines we propose for the parts of the Land (i) that you will lease to us, which are referred to as the “**Leased Area(s)**,” or (ii) that will be needed for easements and rights of way that you will grant to us for access areas, construction laydown and storage areas, interconnection areas and tree-clearing areas, which are referred to as the “**Granted Area(s)**.” You and we acknowledge that the boundaries of the Leased Areas and the Granted Areas will need to be adjusted to some degree as our site, design, construction and operational plans are developed during our Due Diligence activities (described below). The actual acreage of the Leased Areas may change, based on the site plan that is finally approved.

You have granted to us the exclusive option to (i) lease the Leased Areas, and (ii) obtain easements and rights of way for the Granted Areas, which is the “**Option**.” The Leased Areas and the Granted Areas, taken together, are referred to as the “**Optioned Property**.” You and we intend that the Optioned Property include all of the parts of the Land and all of the related rights that may be necessary or useful for the optimal commercial and technical performance of the Facility we expect to build and operate on the Land. The Optioned Property will not include any subsurface mineral rights, and you agree that extraction or access to subsurface minerals shall not interfere with our rights to the surface of the Optioned Property.

The “**Facility**” will consist of one or more solar energy and/or energy storage systems, including solar panels, mounting racks, inverters, batteries, transformers, foundation piers and pads, switch gear, transformers, interconnection facilities, substations and transmission facilities. The Facility will generate, store, sell and transmit electricity through one or more above, surface or below ground interconnections to one or more on-site or off-site points of delivery for purchase by one or more utilities or other counterparties with whom we will enter into power purchase agreements.

You have given us the exclusive right to carry out Due Diligence activities on the Optioned Property starting on the Effective Date. You have also given us the right to buy the Option by paying you \$1,000, which is the “**Option Purchase Price**,” on or before 90 days after the Effective Date. The date that is 90 days after the Effective Date is the “**Option Purchase Date**.” If we pay you the Option Purchase Price by the Option Purchase Date, we will then own the Option and it will remain in full force and effect until six years after the Effective Date, which is the “**Option Expiration Date**.” While we own the Option, we will pay you \$1,000, which is(are) the “**Option Maintenance Payment(s)**,” on each anniversary of the Effective Date that occurs before the Option Expiration Date.

We may develop the Facility in one or more phases over time or as separate solar energy and/or storage systems. And so, we may lease certain parts of the Optioned Property for which we will pay you rent, while keeping the Option in full force and effect for the remaining parts of the Optioned Property

for which we will pay you the Option Maintenance Payment. Therefore, on or before the Option Expiration Date, we may exercise the Option one or more times with respect to all or any part of the Optioned Property, by giving you a written notice each time. The notice will identify the specific Leased Areas and the specific Granted Areas for which we are exercising the Option. Notices regarding this Agreement may be sent to either party via electronic mail (but not by text message) or physical mail at the respective address listed below.

We will give you a lease agreement, attached hereto as Exhibit D, each time we exercise the Option, which is, individually or collectively, the “**Lease**”. You and we will then use our mutual best efforts to finalize the Lease for the specific Leased Areas and the specific Granted Areas and sign it promptly, but not later than 60 days after we have exercised the Option. This 60-day period is the “**Lease Negotiation Period.**”

Due Diligence activities: We will not begin any construction until you and we have signed the Lease. However, we may take soil samples, investigate surface and subsurface conditions, prepare surveys, site plans and environmental assessments, and carry out other activities on and around the Optioned Property. We may hold discussions with, appear at public hearings before, and make submissions to government officials, property owners, utility companies, etc. regarding rezonings, licenses, permits, approvals, tax adjustments, interconnections and other matters in connection with the Facility. You will give us, at no cost, copies of all site plans, land use or zoning studies, surveys, geotechnical, soil or engineering studies, environmental reports, title reports, insurance policies, drawings, plans, specifications, government notices, permits and reports that relate to the Land or might relate to the Facility and are in your possession or control.

We will carry on our activities at our expense and will not unreasonably interfere with your use of the Optioned Property. We will obtain insurance policies to protect you and us against property damage and liability claims in connection with our activities. You will promptly give us written notice of anything you become aware of, including government or private-party claims, that could affect your rights or our rights in or the use of the Optioned Property. You will not interfere and will not permit anyone else to interfere with the Option, our other rights under this Agreement or our use of the Optioned Property for the purpose of the Facility. You will not transfer any of your rights in the Optioned Property or this Agreement, without our prior written consent.

If we do not buy the Option from you by the Option Purchase Date, this Agreement will terminate. If we do buy the Option, but thereafter do not make an Option Maintenance Payment to you when it is due, you may send us notice of such and we will have 30 days from the date we receive such written notice from you to pay you the Option Maintenance Payment that is past due. If we do not pay you the Option Maintenance Payment within 30 days after a notice of missed payment is received, the Option will terminate. We may terminate the Option, as well as this Agreement, by giving you written notice at any time. If the Option is terminated, we will not owe you any payments for any period after the termination, whenever it occurs.

If a dispute arises, you and we will use mutual best efforts to resolve it fairly, reasonably, promptly and in good faith. Either you or we may engage a mediator to help resolve the dispute. If the dispute is not resolved promptly, either you or we may compel binding arbitration before a single independent arbitrator acting under the rules of the American Arbitration Association, as the exclusive means of resolving the dispute, except that we may bring claims for specific performance and damages in any court

of competent jurisdiction in Wisconsin in the event we exercise the Option and then you do not perform your obligation to enter into the Lease.

We acknowledge that the land is a closed sanitary landfill superfund site that is subject to governmental and/or court-ordered use restrictions. We further understand, and are fully aware of, the use restrictions and regulations associated with the site and assume full responsibility for adhering to such restrictions. We agree that, regardless of the above, no action will be taken by us which is contrary to any such restrictions or that will interfere with your requirements under a consent decree/government directive. Any such actions taken by us which are contrary to the restrictions shall be cause for immediate termination of the Agreement and/or subsequent Lease. We further agree to hold you harmless from any out of pocket cost, actual attorney fees, expenses, damages and/or assessed penalties that result from any such noncompliant actions by us. We will, at our expense, obtain and maintain an insurance policy in accordance with Exhibit D to protect you and us in connection with our activities. You and we also agree to the indemnification and limited liability provisions in Exhibit D.

When you and we sign this Agreement, you and we will also sign and acknowledge the memorandum attached as Exhibit C. We will record it in the local land records. If the Option and this Agreement terminate, you and we will sign and record a termination of the memorandum.

(Signature page follows)

IN WITNESS WHEREOF, you and we have, as of the Effective Date, executed this Agreement as a deed under seal, intending that the obligations hereunder be covenants running with the land.

Option Grantor:

Option Grantee:

City of Tomah

CP WI Development, LLC

By: _____

By: _____

Name: _____

Name: Greg Hering

Title: _____

Title: Authorized Signatory

Date: _____

Date: _____

Email: _____

Email: contact@clearpath.energy

Phone: _____

Phone: 774-270-1936

Address: _____

Address: 358 Chestnut Hill Ave, Suite 302

Brighton, MA 02135

EXHIBIT B

Optioned Property Schematic



Design considerations:

- As shown, the Land is the parcel that you own that we will lease a portion of
- The maximum extent of the Land that we may lease from you is shown as the Leased Area.
- We will use reasonable efforts to coordinate with you on the design of the Facility to ensure that You retain access to the Land not included in the Leased Areas.

EXHIBIT C

Form of Memorandum of Option

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CP WI Development, LLC
Attention: Legal Department
358 Chestnut Hill Ave, Ste 302
Brighton, MA 02135

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF OPTION

This Memorandum of Option to Lease (this "Memorandum") is made as of _____, 2023 (the "Effective Date"), between the City of Whitewater _____ ("Grantor"), owner of the real property described in Exhibit A attached hereto (the "Property"), and CP WI Development, LLC ("Grantee").

Whereas, Grantor and Grantee have entered into an option agreement, dated as of _____, 2023, under which Grantee has the right, but not the obligation, to lease the Property (the "Agreement"), and

Whereas, Grantor and Grantee desire to record this Memorandum to perfect and preserve the priority of Grantee's rights under the Agreement.

NOW, THEREFORE, in consideration for these premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Option Grant. Grantee has the option to lease the Property under the terms and conditions of the Agreement.
2. Option Term. The term of the option commenced on _____, 2023, and is scheduled to terminate on _____, 2023, subject to the extension thereof, in accordance with the Agreement, for up to five additional years.
3. Addresses of Parties. The parties 'addresses as set forth in the Agreement are as follows:

<u>Notices to Grantor:</u> Attn: Address: Phone: Email:	<u>Notices to Grantee:</u> CP WI Development, LLC Attn: Legal Department 358 Chestnut Hill Ave, Suite 302 Brighton, MA 02135 Phone: 774-270-1936 Email: contact@clearpath.energy
---	--

4. Successors and Assigns. This Memorandum shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, in accordance with the Agreement.

5. Governing Law. The laws of the state in which the Property is located govern this Memorandum and the Agreement.

(Signature page follows.)

IN WITNESS WHEREOF, the parties have, as of the Effective Date, executed this instrument as a deed under seal.

Grantor:

By: _____

Name: _____

Title: Owner

STATE OF _____)

) ss.:

COUNTY OF _____)

On the ___ day of _____, 2023, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My commission expires on _____, 20__

(Signature page follows.)

Grantee:

CP WI Development, LLC

By: _____

Name: Greg Hering

Title: Authorized Signatory

STATE OF _____)

) ss.:

COUNTY OF _____)

On the ___ day of _____, 2023, before me, the undersigned, personally appeared Greg Hering personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My commission expires on _____, 20__

(Exhibit A follows.)

EXHIBIT A

Legal Description of the Property

Parcel #: 286-02674-0000

Valid as of 07/19/2023 10:53 AM

Alt. Parcel #: 286-650-001-3000

CITY OF TOMAH
MONROE COUNTY, WISCONSIN

Owner and Mailing Address: CITY OF TOMAH 819 SUPERIOR AVE TOMAH WI 54660		Co-Owner(s):	
Districts:		Physical Property Address(es): Information Not Available	
Dist#	Description	Parcel History:	
0200	WESTERN TECHNICAL COLLEGE	Date	Doc #
5747	TOMAH SCHOOL DIST	04/03/2006	559942
8020	LAKE DISTRICT #8020		
Abbreviated Description: Acres: 40.000			
SW1/4 OF NE1/4 (CLOSED SANITARY LAND FILL)			
			Type
			EASE
			DCLRN
			DCLRN
			DCLRN
			<i>more...</i>

Plat	Tract (S-T-R 40% 160% GL)	Block/Condo Bldg
* N/A-UNPLATTED LANDS	32-18N-01W	

2023 Valuations: Values Last Changed on 01/01/0001

Class and Description	Acres	Land	Improvement	Total
X4-OTHER	40.000	0.00	0.00	0.00
Totals for 2023				
General Property	0	0.00	0.00	0.00
Woodland	0.000	0.00	0.00	0.00
Totals for 2022				
General Property	0.000	0.00	0.00	0.00
Woodland	0.000	0.00	0.00	0.00

2023 Taxes

Taxes have not yet been calculated.

Key

* - Primary

EXHIBIT D

Form of Lease

Agreement: Our Lease of Your Land

This lease agreement (this “**Lease**”) is made as of _____, 2023, which is the “**Effective Date**,” between you and us. “You” means the “**Landlord**,” which is(are) the person(s) named below as Landlord and your successors and assigns as Landlord. “We” and “us” means the “**Tenant**,” which is the person named below as Tenant and our successors and assigns as Tenant.

1. Leased Property, Permitted Use, the Facility, Property Rights.

You have assured us that you (and only you) own fee simple title to the “**Land**” described in the attached Exhibit A and that there is no existing occupant, lease, mortgage, lien, purchase option, right of first offer or refusal, or other encumbrance with respect to the Land, except for the items identified on the abstract of the title policy or commitment attached as Exhibit B (the “**Title Exceptions**”). It is understood by both parties that the “**Land**” is a former/closed landfill and will be offered for lease “as is”. Tenant and each of its members, directors, officers, employees, controlling persons, representatives, agents, successors and assigns waive and release Landlord, and their respective officers, employees and agents (collectively, the “**Released Parties**”) from any and all losses or claims of Tenant that (i) arise under any environmental law with respect to the Property or (ii) arise from or relate to an actual, threatened or suspected presence or release of materials of environmental concern at, on, under or from the Property no matter when the same may have occurred or due to any other condition of the property. Tenant is responsible for determining the condition of the property and has included all necessary inspection and testing contingencies in this lease. Tenant shall comply with all state and federal requirements in effect regarding this property’s status as a closed landfill site.

The Land is also described on the “**Schematic**,” which refers, collectively, to the photographs attached as Exhibit C, as marked to show the property lines of the Land, the boundary lines of the Leased Areas and the general outlines of the Granted Areas. The “**Leased Area(s)**” are the parts of the Land that you are leasing to us. Our exclusive leasehold interest in, full rights of possession, occupancy, and use of and access to the Leased Areas are referred to as the “**Leasehold Rights**.” The “**Granted Area(s)**” are the parts of the Land (other than the Leased Areas) and the land appurtenant to the Land in which you are granting us rights of access, occupancy and use, including rights of way and easements for the purpose of meeting our needs in connection with the Facility, specifically, for keeping areas free of improvements, trees, vegetation and all other obstructions that could interfere with full sunlight illumination of the Leased Areas; access to public and private rights of way; construction laydown, storage and parking areas; substation areas; areas for transmission lines and interconnection facilities; tree-clearing areas; areas for plumbing and sewer lines; areas for retention ponds and storm water drainage; areas for lateral and subjacent support; and other areas of the Land and land appurtenant to the Land relating to the Facility. Our rights of way, easements and other rights relating to the Granted Areas are referred to as the “**Granted Rights**.” The Leased Areas, the Leasehold Rights, the Granted Areas and the Granted Rights, together, are referred to as the “**Leased Property**.” The Leased Property will not include any subsurface oil, gas or mineral rights, and you agree that extraction or access to subsurface oil, gas, or minerals shall not interfere with our rights to the surface of the Leased Property.

The Leased Property will include all of the parts of the Land and its appurtenances, as well as related rights of way, easements, access and other rights, that may be necessary or useful for the optimal commercial and technical performance of the Facility. Based on our Due Diligence Activities (defined

below), you and we agree on which elements of the Land and its appurtenances, as well as related rights, to include in the Leased Property. You and we further agree to amend this Lease from time to time to make adjustments to the boundaries and other aspects of the Leased Property that we determine (and landlord agrees) are needed for Permitted Uses. A “**Permitted Use**” means any activity that is or may be necessary or useful for the optimal commercial and technical performance of the Facility in connection with the production, delivery and sale of electricity, including without limitation the Facility’s development, permitting, staging, storage, construction, installation, operation, maintenance, repair, replacement, upgrade, refurbishment, decommissioning and removal, as well as similar activities relating to offtake or interconnection facilities, substations, transmission or distribution lines and other facilities. For example, we may install fences to comply with the National Electric Code requiring that we exclude people (including you) from certain parts of the Leased Property, we may erect utility poles and/or transmission lines and build roads, and we may cut down trees that block or limit sunlight, as long as we do not unreasonably disrupt your use of the Land other than the Leased Areas or the Granted Areas. We may also install and hook up to utilities, such as electricity and water, as long as we pay for what we use and our use does not unreasonably disrupt your use of the utilities.

The “**Facility**” will consist of one or more solar energy and/or energy storage systems and related infrastructure (whether involving existing or future technology), including solar panels, mirrors, lenses, collection cells, mounting racks, inverters, batteries, backup generators, transformers, foundation piers and pads, switch gear, transformers, interconnection facilities, substations, transmission lines and other facilities, communication equipment, plumbing equipment, etc. The Facility will generate, store, sell and transmit electricity through one or more above, surface or below ground interconnections to one or more on-site or off-site points of delivery. We plan to interconnect the Facility with the offtake and distribution or transmission network provided by the appropriate utility (the “**Utility**”). You will grant to us or, at our request (subject to landlord’s approval), the Utility rights of way, easements and other rights with respect to the Land that will be similar to the Granted Rights so the Utility can provide infrastructure and services for the Facility.

We will own the entire Facility and its output, as well as all related environmental attributes, tax credits and other benefits, solely as our personal property (and not as fixtures). No part of the Facility will be treated as real estate or as part of the Leased Property.

In consideration of your and our agreements under this Lease, you hereby grant, demise, lease and/or convey the Leased Property to us, our successors and assigns for the duration of the Term (defined below). During the Term, we will have exclusive possession, occupancy and use of the Leased Property, and we may do anything with the Leased Property that constitutes a Permitted Use. The Leasehold Rights and Granted Rights will remain in full force and effect for our exclusive benefit during the Term and for such additional time as may be necessary or appropriate for the removal of all of our property from the Land. Tenant will decommission and remove all of its property, equipment, infrastructure, including fencing from the Land within one (1) year of lease expiration/non-renewal. The rights of way, easements and other rights granted to the Utility will remain in full force and effect for the Term and such additional time as the Utility may customarily require or decide is necessary or appropriate. The Granted Rights and the rights granted to the Utility burden the Land and benefit the Leased Property, run with the land, will survive any transfer of the Land, the Leased Property and the Facility, and are binding upon you and your successors and assigns and inure to the benefit of and are enforceable by us and our successors and assigns.

You agree we are authorized, in your name, ours, or both, as we deem necessary to file with such federal, state and local authorities applications to obtain any zoning relief regarding the Leased Property or portions thereof as necessary to develop, construct and operate the Facility; and applications to obtain construction permits for the Facility or any portion thereof. You agree to cooperate in good faith with us and sign such applications promptly upon request by us in such regard. We will provide you with copies of all applications made and permits obtained in the approval process of the Facility.

2. **Lease Term, Early Termination, Decommissioning.**

The “**Term**” of this Lease will commence on the Effective Date and will end on the last day of the forty-fifth (45th) Lease Year, unless this Lease is sooner terminated, or is extended for decommissioning, as provided for below. A “**Lease Year**” means the 12-month period that commences on the first day of the first full calendar month following the Commercial Operation Date and each such 12-month (or partial) period thereafter during the Term. The “**Commercial Operation Date**” means the first date on which the Facility has been tested and commissioned, is fully operational and connected to the Utility’s delivery point, has received permission to operate, and is fully able and authorized to deliver and sell, and has sold, electricity on a commercial basis to the Utility. We will give you a written notice (the “**COD Notice**”) specifying the Commercial Operation Date, the scheduled termination date of this Lease, the acreage of the Leased Areas, and the Operations Fee (defined below) for each Lease Year.

We have the option to terminate this Lease at the end of the twenty-fifth (25th) Lease Year, at the end of the thirtieth (30th) Lease Year, at the end of the thirty-fifth (35th) Lease Year, and at the end of the fortieth (40th) Lease Year, in each case by giving you written notice of the early termination date at least sixty (60) days in advance of the end of any such Lease Year. We also have the option to terminate this Lease by giving you at least sixty (60) days’ advance written notice of the early termination date (i) at any time prior to the Commercial Operation Date or (ii) at any time on or after the Commercial Operation Date that it becomes commercially or technically impracticable to operate the Facility. On the scheduled or early termination date of this Lease, your and our respective rights and obligations under this Lease will terminate, except with respect to any amounts you or we may owe each other under this Lease and your and our respective rights and obligations with respect to any decommissioning of the Facility.

After the termination date of this Lease, we will proceed to remove all of the components of the Facility from the Leased Areas and the Granted Areas, excluding foundations, infrastructure and underground conduit that cannot be removed without damage to the Leased Areas, the Granted Areas or the Land, and to dispose of the components in accordance with legal requirements. The Term and all of your and our respective rights and obligations under this Lease will be extended for 180 days to allow us to complete the decommissioning, but we will owe no Operations Fee or other payment for the decommissioning period. Notwithstanding the forgoing, you may request that we do not restore certain parts of the land or all of the land at the end of the Term, in which case we will leave such parts of the Land in their present condition at the end of the Term.

The decommissioning and removal of all of the components of the Facility shall be done at the sole expense of us in a manner acceptable to you. We will hold you harmless from any and all out of pocket cost, actual attorney fees, expenses or damages incurred by you in the event we fail to fully comply with this provision.

3. **Payments, Taxes.**

During the Term, we will make the following payments to you, as full consideration for the Leased Property you have granted to us under this Lease, in each case within thirty (30) days after the following dates: \$2,500 as of the Effective Date, as the "Signing Bonus"; \$2,500 when we give a notice to proceed to the general contractor for the construction of the Facility, as the "NTP Bonus"; and \$5,000 upon the Commercial Operation Date, as the "Commercial Operation Bonus."

Thereafter, we will pay you for each Lease Year a quarterly "**Operations Fee**" equal to \$1,000 per acre in the Leased Areas. The Operations Fee will have an annual escalation of 1% for the length of term and will be paid in equal monthly installments, at the beginning of the quarterly term.. If as a result of any casualty, condemnation, governmental action, civil disturbance, terrorism, sabotage, act of God, pandemic or other event or circumstance beyond our reasonable control (collectively, "**force majeure**") the production and sale of electricity by the Facility is interrupted, suspended or prevented, then during such period the Operations Fee will be abated in proportion to the reduced revenues of the Facility.

We will pay all taxes relating to the Facility, for both personal property and real property. -

4. **Our Activities, Your Activities, Certain Rights and Obligations.**

We will, at our expense, construct, install, operate and maintain the Facility and related infrastructure on the Leased Areas and Granted Areas and carry on other activities related to the Permitted Uses, and we will not unreasonably interfere with your use of other parts of the Land. We have already carried out some of the following activities ("**Due Diligence Activities**") and we will carry out more in the future: take soil samples; investigate surface and subsurface conditions; prepare surveys, site plans and environmental assessments; and hold discussions with, appear at public hearings before, and make submissions to government officials, property owners, utility companies, etc. regarding rezonings, licenses, permits, approvals, taxes, PILOTs, interconnections and other matters in connection with the Facility. To the extent you have not already done so, you will give us, at no cost, copies of all site plans, land use or zoning studies, surveys, geotechnical, soil or engineering studies, environmental reports, title reports, insurance policies, drawings, plans, specifications, and government notices, permits and reports that relate to the Land or might relate to the Facility and are in your possession or control. We will, at our expense, obtain, keep in effect, and comply with all public and private agreements, licenses, certificates, permits, approvals and consents and comply with all applicable laws, rules and regulations relating to the Facility and the Permitted Uses.

You will, at your expense, obtain, keep in effect, and comply with all public and private agreements, licenses, certificates, permits, approvals and consents and comply with all applicable laws, rules and regulations relating to the Land. You will use your best efforts to help us, at our expense, to obtain, keep in effect, and comply with all public and private agreements, licenses, certificates, permits, approvals and consents and comply with all applicable laws, rules and regulations relating to the Facility and the Permitted Uses. If at any time you become aware of any event or circumstance (including the threat or assertion of public or private claims or other actions) that could affect your rights or our rights in the Land or the Leased Property or the use of the Land or the Leased Property for the Facility or the Permitted Uses, you will notify us as soon as possible and use your best efforts to help us, at our expense, to defend against any claims and other actions and to reduce or eliminate any adverse effects. You will not interfere and will not permit anyone else to interfere with any activity that this Lease permits us to engage in.

We will, at our expense, obtain and maintain an insurance policy in accordance with Exhibit D to protect you and us in connection with our activities. You and we also agree to the indemnification and limited liability provisions in Exhibit D.

We acknowledge that the land is a closed sanitary landfill superfund site that is subject to governmental and/or court-ordered use restrictions. We further understand, and are fully aware of, the use restrictions and regulations associated with the site and assume full responsibility for adhering to such restrictions. We agree that, regardless of the above, no action will be taken by us which is contrary to any such restrictions or that will interfere with your requirements under a consent decree/government directive. Any such actions taken by us which are contrary to the restrictions shall be cause for immediate termination of the Agreement and/or subsequent Lease. We further agree to hold you harmless from any out of pocket cost, actual attorney fees, expenses, damages and/or assessed penalties that result from any such noncompliant actions by us. We will, at our expense, obtain and maintain an insurance policy in accordance with Exhibit D to protect you and us in connection with our activities. You and we also agree to the indemnification and limited liability provisions in Exhibit D.

You covenant that as long as we pay you the amounts that we owe you when due under this Lease, you will make certain that we have quiet possession, occupancy, use and enjoyment of the Leased Property for the duration of the Term and that you will take all necessary and useful actions to preserve and protect the exclusivity and first priority of our rights and interests in the Leased Property and the use of the Land and the Leased Property for the Facility and the Permitted Uses, including without limitation your taking actions to remove all claims, liens and encumbrances that affect or could affect the Leased Property, the Facility or the Permitted Uses, except for the following (“**Permitted Encumbrances**”): (i) any of the Title Exceptions marked as “Permitted” by us; (ii) any mortgage or other lien on the Land (a “**Landlord Financing**”) to secure one or more loans to you, but only if you and each of your lenders, mortgagees and other lien holders (collectively, the “**Landlord Lien Holders**”) have entered into a recognition and non-disturbance agreement (in recordable form) with us and our lenders (if applicable) under which you and each Landlord Lien Holder recognize the exclusivity and first priority of our and our lenders’ rights and interests under this Lease and in the Facility and agree to give us and our lenders written notice of and the right (but not the obligation) to cure defaults under any Landlord Financing; (iii) any claim, lien or encumbrance to which we have given written consent; and (iv) any claim, lien or encumbrance resulting from any action we have taken exclusively for our benefit with respect to the Leased Property or the Facility.

Other than in connection with a Landlord Financing that satisfies the requirements of clause (ii) above (a “**Permitted Landlord Financing**”), you may assign or convey this Lease and/or the Land only as part of a conveyance of all of your rights and interests in the Land to a purchaser or assignee that has entered into a recognition and non-disturbance agreement (in recordable form) with us and our lenders under which the purchaser or assignee agrees to be bound by and assume all of your obligations under this Lease and to honor all of our rights and interests under this Lease. The purchaser or assignee may not enter into any Landlord Financing in connection with the sale, unless the Landlord Financing satisfies the requirements for a Permitted Landlord Financing.

Without your consent or the consent of any Landlord Lien Holder or other person, we may enter into one or more “**Tenant Financings**” with “**Tenant Financing Parties**,” as defined in Exhibit E. You agree, at our request or the request of any Tenant Financing Party, to amend, supplement or otherwise modify the provisions in Exhibit E to further recognize, preserve and protect the exclusivity and first priority of

the rights and interests of Tenant Financing Parties in the Leased Property and the use of the Leased Property for the Facility and the Permitted Uses.

We may assign this Lease or sublease all or any part of the Leased Property to any person (a “**Tenant Assignee**”) with the express written permission of the Landlord. Landlord approval for lease assignment not to be unreasonably withheld. If we enter into an assignment and assumption agreement under which the Tenant Assignee agrees to assume all of our obligations under this Lease, we will be automatically released from this Lease and all of our obligations to you and the Landlord Lien Holders, and you and the Landlord Lien Holders will recognize the Tenant Assignee as the Tenant under this Lease and look only to the Tenant Assignee for the performance of the Tenant's obligations under this Lease, effective as of the date of the assignment and assumption agreement, *provided* that we have given you written notice of such assignment and assumption. Upon receiving such notice, you and each Landlord Lien Holder will enter into a recognition and non-disturbance agreement (in recordable form) with the Tenant Assignee and its Tenant Financing Parties (if applicable) under which you and each of the Landlord Lien Holders recognize the first priority of the rights and interests of the Tenant Assignee and its Tenant Financing Parties under this Lease and in the Facility and agree to give the Tenant Assignee and its Tenant Financing Parties written notice of and the right (but not the obligation) to cure defaults under any Landlord Financing. In addition, all of the provisions of Exhibit E will inure to the benefit of the Tenant Assignee and its Tenant Financing Parties.

You agree, within five (5) days after any request from us, any Tenant Assignee, or any Tenant Financing Party, to execute and deliver to us, the Tenant Assignee and the Tenant Financing Parties an “**Estoppel Certificate**” substantially in the form attached as Exhibit F and to execute and deliver such additional certificates, instruments and other documents and to do such further acts and things as may be necessary or appropriate to consummate, evidence or confirm the agreements and understandings contained in, and to carry out the intent and purposes of, this Lease. When you and we sign this Lease, you and we will also sign and acknowledge the memorandum attached as Exhibit G, which we will record in the local land records. When this Lease terminates, you and we will sign and record a termination of the memorandum. We will also record in the local land records any certificates, instruments and other documents required by any Tenant Financing Party or any assignee of ours, and we may also record in the local land records any other certificates, instruments and other documents referred to in this Lease. You, for yourself and your successors and assigns as Landlord, hereby constitute and appoint us and our successors and assigns as Tenant with full power of substitution as the true and lawful attorney in fact, with full power and authority during the Term of this Lease, in the name, place, and stead of Landlord, to execute and acknowledge any and all certificates, instruments and other documents referred to in this Lease and to deliver them to the relevant parties and file them in the local land records and applicable personal property records. This power of attorney is coupled with an irrevocable interest, for our benefit and the benefit of our successors and assigns, during the Term of this Lease.

The provisions of this Section 4 burden the Land and benefit the Leased Property, run with the land, will survive any transfer of the Land, the Leased Property and the Facility, and are binding upon you and your successors and assigns and inure to the benefit of and are enforceable by us and our successors and assigns.

Landlord reserves the right to have all project related Due Diligence Activities, testing results, project plans/designs, proposed installation processes and operational activities reviewed by third-party consultants to ensure development is in compliance with landfill closure rules and regulations at its own

expense. Landlord's obligation to sign this lease is contingent on landlords being provided with information from its third-party consultants within 90 days of the parties signing the option to lease land that satisfies landlord that this lease agreement will be in compliance with landfill closure rules and regulations. This contingency shall be deemed to be satisfied unless landlord within 90 days of the signing of the option to lease delivers to tenant notice that this contingency has not been satisfied and delivers a report showing that its consultant has determined that signing the lease agreement will not be in compliance with landfill closure rules and regulations.

5. **Defaults, Remedies.**

If you or we have defaulted under this Lease, the non-defaulting party may give the defaulting party a written notice setting forth in reasonable detail the circumstances of the default and a reasonable method of cure. The defaulting party will be permitted to work on curing the default as long as the defaulting party works diligently, using reasonable methods, to cure the default or, if the default cannot be cured, to mitigate any material adverse effects of the default. The non-defaulting party may terminate this Lease, upon at least ninety (90) days 'advance written notice to the defaulting party, only if by the end of such 90-day period (i) the defaulting party has defaulted in making all payments then due under this Lease, (ii) the defaulting party has, in bad faith, continually failed to work diligently, using reasonable methods, to cure the default or mitigate any material adverse effects, or (iii) the default has resulted and will continue to result in substantial losses to the non-defaulting party that cannot be ascertained and remedied through a judgment for damages. Whether or not the non-defaulting party may terminate this Lease, the non-defaulting party may, upon at least ten (10) days 'advance written notice to the defaulting party, exercise, cumulatively, in any order or all at once, any and all of its other rights and remedies available under this Lease or applicable law. Moreover, to preserve and protect our rights, interests, benefits and expectations under this Lease, the loss of which cannot be ascertainable in damages, we will be entitled to timely injunctive relief, declaratory judgment, specific performance and further equitable remedies, and you irrevocably and unconditionally waive any requirement that we post a bond or other security in connection with any exercise of our legal or equitable rights and remedies.

6. **Right of First Refusal.**

During the Term, you agree not to sell, transfer, exchange, grant an option to purchase, or otherwise dispose of the Leased Property or any part of, or interest in, the Leased Property without first offering the Leased Property to us on the terms and conditions set forth in this Section 6. When you receive from a third party (a "Third-Party Offeror") a bona fide offer to purchase the Leased Property, a part of the Leased Property, or an interest in the Leased Property that you desire to accept (the "Offer"), you will first give us written notice of the price, terms, and conditions of the offer (the "Offer Notice") and deliver a copy of the contract evidencing the Offer to us. When we receive the Offer Notice and a copy of the Offer contract, we will have the prior and preferential right to purchase the Leased Property (or the part of the Leased Property or interest in the Leased Property covered by the Offer, as the case may be) at the same price and on the same terms and conditions as are contained in the Offer (the "Right of First Refusal", or the "ROFR"). Notwithstanding anything to the contrary contained in the Offer, if we exercise the ROFR then (1) the closing of the transaction contemplated by the Offer will take place no earlier than 90 days after the date that we elect to exercise the ROFR, and (2) the conveyance will be by statutory warranty deed. We will have 15 days from the date that we receive the Offer Notice and a copy of the Offer contract to notify you of whether we elect to purchase the Leased Property under the terms of the Offer. If we elect to purchase the Leased Property and any element of the consideration specified in the Offer is not

cash or deferred purchase money (e.g., an exchange of Land or performance of covenants other than the payment of money), then we may elect to have the nonmonetary consideration appraised by an independent Member of the Appraisal Institute (MAI) appraiser and pay you the cash value of the nonmonetary consideration in lieu of the performance of the nonmonetary obligations specified in the Offer. If we do not timely exercise the ROFR under the terms of this Section 6, then you will be entitled to sell the Leased Property according to the terms of the Offer to the Third-Party Offeror. If the sale to us contemplated by the Offer is completed, this Lease will terminate and be of no further force or effect. If we do not timely exercise the ROFR under the terms of this Section 6 and for any reason you do not sell or convey the Leased Property to the Third-Party Offeror on the terms contained in the Offer within six months of our election not exercise the ROFR, then you must resubmit the Offer to us before selling the Leased Property and such Offer will be subject to our ROFR under this Lease.

7. **Miscellaneous.**

All notices, requests, consents, waivers and other communications in connection with this Lease will be effective when in writing and delivery is made, or attempted by reasonable means to be made (including by email or facsimile with confirmation of receipt, but not by text message), to the addressee at its address for notices, as follows, or to such other address as the addressee may have designated by any such notice:

Notices to Landlord:

Attn: _____
Address: _____

Phone: _____
Email: _____

Notices to Tenant:

CP WI Development, LLC
Attn: Legal Department
358 Chestnut Hill Ave, Suite 302
Brighton, MA 02135
Phone: 774-270-1936
Email: contact@clearpath.energy

You will have access to written or oral non-public information about us, the Facility, our business and our affiliates (“**Confidential Information**”). You agree to safeguard Confidential Information in your possession or the possession of your affiliates, and neither you nor they will directly or indirectly disclose or use, or permit any affiliate to disclose or use, any Confidential Information, except to the extent (i) specifically approved by us, (ii) compelled by any governmental authority, *provided* that you have immediately notified us of such action and you use diligent efforts to ensure the Confidential Information is kept confidential, or (iii) disclosed to your professional advisers, who agree to be bound by these restrictions, solely for the purpose of advising you in connection with this Lease. You agree to immediately notify us of any disclosure or use of Confidential Information that violates these restrictions, which will not apply to Confidential Information that is or becomes generally available to the public other than as a result of a breach of this Lease or to you on a non-confidential basis from a source not obligated to keep such information confidential.

If you or we are prevented by force majeure from fully complying with or performing any obligation under this Lease and promptly give the other party written notice of the force majeure, you or we (as the

case may be) will be excused from such compliance and performance as long as you or we (as the case may be) use diligent efforts to comply with and perform the obligation to the extent practicable. If a time period has been specified for fully complying with or performing the obligation, the time period will be extended as necessary or appropriate to allow such compliance and performance.

If any provision of this Lease is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease or invalidate or render unenforceable such provision in any other jurisdiction. You and we agree to amend this Lease to accomplish its purposes and carry out the transactions contemplated hereby to conform as closely as possible to the original intent of the parties as evidenced by the provisions of this Lease, taken as a whole. We may also amend this Lease in connection with any Tenant Financing or any assignment of this Lease to any Tenant Assignee or to cure any ambiguity or correct or supplement any provision or to make any other change to conform as closely as possible to the original intent of the parties, *provided* that we will obtain your consent to any amendment that would have a material adverse effect on you.

This Lease, together with the attachments which are part of this Lease, constitutes the sole and entire agreement between you and us with respect to the subject matter of this Lease and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, with respect to such subject matter. All issues, claims and disputes concerning the application, validity, interpretation and enforcement of this Lease will be governed by and construed in accordance with the internal laws of the State of Wisconsin, regardless of conflict of laws principles, and you and we irrevocably and unconditionally waive any right to a jury trial with respect to any issue, claim, dispute or other matter in connection with this Lease or the transactions contemplated hereby. No waiver of any provision of, or any right, remedy or obligation under, this Lease shall be effective unless specifically stated in writing by the person against which the waiver may be asserted. This Lease will be binding upon and inure to the benefit of you and your successors and assigns and us and our successors and assigns, and no other person may assert any right or claim, be bound by any obligation or be subject to any liability in connection with this Lease, except that each Tenant Financing Party and each Tenant Assignee are intended beneficiaries under this Lease.

This Lease may be executed in counterparts, which together form one and the same agreement. Facsimile or electronic signatures will have the same effect as original signatures, and signed signature pages will be effective when delivered as PDF or similar files attached to an email.

(Signature page follows.)

IN WITNESS WHEREOF, you and we have executed this Lease, as of the Effective Date, as a deed under seal, intending that the rights and obligations hereunder run with the land.

Landlord

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Phone: _____

Address: _____

Tenant

CP WI Development, LLC

By: _____

Name: Greg Hering

Title: Authorized Signatory

Date: _____

Email: contact@clearpath.energy

Phone: 774-270-1936

Address: 358 Chestnut Hill Ave, Suite 302
Brighton, MA 02135

EXHIBIT A

Description of the Land

Site Information

Physical address: _____

Local jurisdiction: _____

Owner Contact Information

Notes: _____

Property Information

Deed book: _____; page: _____

Assessment acres: _____; Map-calculated acres: _____

Property class: _____

Legal Description

[Insert legal description from leasehold title policy.]

EXHIBIT B

Title Exceptions

[Attach Schedule B from title policy or commitment, with acceptable items marked “Permitted.”]

EXHIBIT C

Schematic of the Land, Leased Areas and Granted Areas

Facility Siting Requirements

[Fill in details of location constraints applicable to the Facility.]

EXHIBIT D

Insurance, Indemnification, Limited Liability

I. Insurance

1. Tenant, at its expense, will maintain throughout the Term of this Lease insurance of the types and in the amounts specified in Section I.2 under one or more insurance policies that name Landlord as an additional insured and provide that such policy may not be canceled or modified until at least thirty (30) days after written notice thereof has been given to each additional insured.

2. The types and amounts of liability insurance required to be maintained under this Lease, each of which will be primary coverage without right of contribution from any insurance carried by an additional insured, will cover contractually assumed liability and will expressly provide that such insurance, as to any additional insured, will not be invalidated by any act, omission or neglect of Tenant, are as follows:

- a. Commercial general liability insurance for bodily injury (including death) and property damage incurred in connection with the Leased Property or the Facility with minimum limits of \$1,000,000 in respect of claims arising out of personal injury, sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster.
- b. Commercial automobile liability insurance in respect of motor vehicles owned, licensed or hired by Tenant or any contractor of Tenant for bodily injury (including death) and property damage incurred in connection with the Leased Property or the Facility with minimum limits of \$500,000 in respect of claims arising out of personal injury, sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster and \$500,000 in respect of claims arising out of property damage in any one accident or disaster.
- c. Worker's compensation and employer's liability insurance in accordance with the applicable requirements of federal and state law, except with respect to a party that has no employees.
- d. Excess/umbrella liability insurance over the limits of coverage required in clause (a), (b) and (c) above with a minimum limit of \$5,000,000, specifically including contractual liability.

3. Each policy will be issued by a financially sound and reputable insurance company that is authorized to write insurance in the jurisdiction in which the Leased Property is located and has an (i) A.M Best rating of at least A+ and a financial strength category of at least "XII," (ii) a Standard & Poor's financial strength rating of at least A+ or higher or (iii) is otherwise reasonably satisfactory to Landlord.

4. Tenant will deliver to Landlord one or more ACORD certificates evidencing the insurance required by this Section I.

II. Indemnification

Each of Landlord and Tenant (the “**Indemnifying Party**”) will indemnify, defend, and hold harmless the other party (the “**Indemnified Party**”) and its members, shareholders, trustees, managers, directors, officers, employees, agents, affiliates, representatives and invitees (individually and collectively, “**Representatives**”) from and against any and all claims, demands, actions, damages, losses, liabilities, costs and expenses (including, without limitation, attorneys’ fees and expenses and settlement costs) of every kind and nature relating to any bodily injury, death or property damage (individually and collectively, “**Indemnified Claims**”) arising out of or resulting from any act or omission (whether or not constituting negligence or willful misconduct) by the Indemnifying Party or any of its Representatives, except that the Indemnifying Party will have no obligation to indemnify the Indemnified Party or its Representatives from or against any Indemnified Claim to the extent arising out of or resulting from the negligence or willful misconduct of the Indemnified Party or any of its Representatives. Representatives of the Indemnified Party will be interpreted not to include affiliates of the Indemnifying Party and vice-versa.

III. Limitation of Liability

The liability of Landlord under this Lease will be limited to recourse solely to Landlord’s interest in the Land, and in no event will Tenant have any recourse to any other property or assets of Landlord. The liability of Tenant under this Lease will be limited to recourse solely to Tenant’s interest in the Leased Property and the Facility, and in no event will Landlord have any recourse to any other property or assets of Tenant. Under no circumstances will any Representative of Landlord or Tenant have any liability for any act or omission in connection with this Lease or the transactions contemplated hereby.

EXHIBIT E

Tenant Financing Provisions

A. Landlord's Obligations.

1. Tenant Financings. Without Landlord's consent, Tenant may, at any time and from time to time, incur indebtedness secured directly or indirectly by all or part of the Leased Property and Facility (together, the "**Project**") or enter into one or more transactions involving equity or debt financing in connection with which one or more Tenant Financing Parties may acquire right, title or interest in or to all or part of the Project, which indebtedness and financing transactions are referred to as "**Tenant Financings.**" A "**Tenant Financing Party**" means any person (whether or not affiliated with Tenant), including an owner-lessor, a trustee, a special purpose entity, a mortgagee or a credit support provider, directly or indirectly involved in an equity or debt financing transaction (including a joint venture, equity investment, sale-leaseback, securitization, leveraged lease or structured investment) and (i) to which or for the benefit of which Tenant has, at any time and from time to time, sold, granted, conveyed or otherwise transferred, or pledged or collaterally assigned or granted a lien or a similar right or interest in the Project (all such liens, rights and interests, individually or collectively, "**Collateral**") or (ii) which, at any time and from time to time, may be entitled to assert any claim or initiate any proceeding whatsoever relating to indebtedness incurred by Tenant (or on its behalf) or any guarantor or other credit support provider for Tenant's benefit or any claim secured by or related proceeding with respect to any part of the Project (all such claims and proceedings, individually and collectively, "**Claims**"). Landlord will, within ten (10) business days after a written request given at any time or from time to time by Tenant or any Tenant Financing Party, take all necessary or appropriate actions to further the financing of the Project, including executing and delivering: consents to collateral assignments, pledges and grants of security interests by Tenant; representations regarding the financial condition and creditworthiness of Landlord and any person providing credit support to Landlord; and such other documents, in form and content reasonably satisfactory to the Tenant Financing Party that the landlord of a project site is customarily required to provide in financing transactions. The recipient of any certificate, instrument or other document executed and delivered under this paragraph may rely upon it as being accurate and complete, except to the extent the recipient has actual knowledge of any contrary facts.

2. Recognition and Non-disturbance Agreement. For each Tenant Financing, Landlord and each Landlord Lien Holder (as defined in Section 4 of this Lease) will enter into a recognition and non-disturbance agreement with each Tenant Financing Party under which Landlord and each Landlord Lien Holder will recognize the first priority rights and interests of Tenant and each Tenant Financing Party under this Lease and in the Project and agree to give Tenant and each Tenant Financing Party written notice of and the right (but not the obligation) to cure any default under this Lease, to assume our obligations as the tenant, and to enter into a new lease with Landlord on substantially the same terms as this Lease.

3. Tenant Financing Party Instructions. Landlord will, upon receiving written instructions from any Tenant Financing Party (regardless of any inconsistent instructions from Tenant), recognize the Tenant Financing Party, and each transferee of the Tenant Financing Party that has been assigned the rights of Tenant under this Lease, as the proper and lawful tenant of, and successor to, Tenant with respect to the Leased Property and as fully entitled to receive the rights and benefits of this Lease

and the Leased Property as long as the Tenant Financing Party or such transferee performs the obligations of Tenant accruing under this Lease from and after the date of such assignment. Landlord will be protected and incur no liability in acting or proceeding in good faith upon any such instructions or any other notice by the Tenant Financing Party that Landlord in good faith believes to be genuine, a copy of which will have been delivered to Tenant. Landlord will be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instructions or other notice, but may accept and rely upon it as conclusive evidence of the truth and accuracy of such statements. Landlord will give the Tenant Financing Party the same access rights to the Land, the Leased Property and the Facility as Tenant has under this Lease so that the Tenant Financing Party may exercise its rights with respect to the Project.

4. Subordination. Landlord hereby subordinates any and all liens, security interests and claims of any nature whatsoever that it may now or hereafter have with respect to Tenant, any guarantor or other credit support provider for Tenant's benefit or the Project to all Claims of each Tenant Financing Party with respect to Tenant or the Project, *provided however*, that this subordination will not prevent Landlord from exercising any right or remedy against Tenant to which Landlord may be entitled under this Lease. This subordination will remain in effect until each Tenant Financing Party has been indefeasibly paid in full for all Claims. If from and after a bankruptcy or insolvency of Tenant or any such credit support provider or the assertion of any Claim Landlord receives any payment (whether in money or in kind) with respect to Tenant or the Project, Landlord will receive and hold such payment in trust for each Tenant Financing Party and immediately pay it over to each Tenant Financing Party upon its written request. Landlord will notify each person (whether a lessor, purchaser, lessee, assignee, mortgagee or pledgee) at any time holding or acquiring any right or interest relating to the Land that could encumber the Project or this Lease of this subordination provision and the other provisions of this Section A.

5. Consent, Waiver. Landlord consents to any and all rights and interests held by each Tenant Financing Party with respect to the Project and irrevocably and unconditionally disclaims and waives all rights of levy or attachment for rent and any other amounts owing under this Lease, as well as all claims and demands of every kind against the Project, which disclaimer and waiver will remain in effect until each Tenant Financing Party has been indefeasibly paid in full for all Claims. Landlord represents, warrants and covenants that the Project will not be subject to distraint, execution or foreclosure by, or with respect to any claim of, Landlord or any of its lenders.

6. Binding Covenants. The provisions of this Section A are covenants that run with the land, will survive any transfer of the Land, the Leased Property and the Facility, and are binding upon Landlord and its successors and assigns and inure to the benefit of and are enforceable by Tenant and its successors and assigns and each Tenant Financing Party and its successors and assigns.

B. Ground Lease Mortgagee Protection Provisions.

Without limiting the applicability of Section A and notwithstanding anything in this Lease, the following provisions will apply to this Lease with respect to any leasehold mortgage encumbering Tenant's interest in this Lease (a "**Leasehold Mortgage**"):

1. No Amendment. There shall be no amendment, cancellation, termination, surrender or modification of this Lease without the prior consent in writing of each holder (a “Leasehold Mortgagee”) of a Leasehold Mortgage, notice of which has been served upon Landlord.

2. Right to Notice of Default. Landlord shall, upon serving Tenant with any notice of default, simultaneously serve a copy of the notice upon each Leasehold Mortgagee.

3. Right to Cure. Each Leasehold Mortgagee shall have the right, but not the obligation, to cure any breach or default under this Lease. Each Leasehold Mortgagee and its agents and contractors shall have full access to the Project for purposes of accomplishing any of the foregoing.

4. Additional Cure Period. In the event of any default by Tenant under this Lease, Landlord shall not be entitled to terminate this Lease as to any Leasehold Mortgagee, nor to disturb the right of possession of any subtenant of Tenant, and the notice shall be rendered void as to such parties if any Leasehold Mortgagee, within sixty (60) days after expiration of the period within which Tenant was permitted to cure the default (or within ninety (90) days after receipt of the notice by the Leasehold Mortgagee if the default is not curable by Tenant), shall both:

a. either (aa) cure the default if the same can be cured by the expenditure of money, or (bb) if the default or breach is not so curable, commence, or cause any trustee under the mortgage to commence, and thereafter diligently pursue to completion steps and proceedings to foreclose on the interests covered by the Leasehold Mortgage; and

b. perform or cause the performance of all of the covenants and conditions of this Lease requiring the expenditure of money by Tenant (including all unpaid monetary obligations of Tenant under this Lease) until such time as the leasehold shall be sold upon foreclosure pursuant to the Leasehold Mortgage, or shall be released or reconveyed thereunder or shall be transferred upon judicial foreclosure or by deed or assignment in lieu of foreclosure.

5. Suspension of Cure Period. If any Leasehold Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court, or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Tenant, the times specified in Section B.4 above for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition, so long as the Leasehold Mortgagee shall have fully cured any default in the payment of any monetary obligations of Tenant under this Lease and shall continue to pay currently those monetary obligations as and when the same fall due, subject to any applicable notice and grace periods.

6. Loss Payable Endorsement. Landlord and Tenant agree that the name of the Leasehold Mortgagee shall, at the Leasehold Mortgagee’s request, be added to the “Loss Payable Endorsement” of any and all insurance policies required to be carried by Tenant under this Lease on condition that the insurance proceeds are to be applied in the manner specified in this Lease.

7. No Consent to Foreclosure. Foreclosure of the Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the Leasehold Mortgage, or any conveyance of the leasehold estate under this Lease from Tenant to any Leasehold

Mortgagee or its designee through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not require the consent of Landlord or constitute a breach of any provision of or a default under the this Lease, and upon such foreclosure, sale or conveyance, Landlord shall recognize the purchaser or other transferee referred to in the preceding sentence in connection therewith as the Tenant under this Lease. Further, following such foreclosure or conveyance, any assignment or subleasing by the purchaser or other transferee shall not require the consent of Landlord, despite any other provisions of this Lease to the contrary.

8. Proceeds of Insurance and Condemnation. The proceeds from any insurance policies or arising from a condemnation award to Tenant shall be paid to and held by the Leasehold Mortgagee of highest priority and distributed pursuant to the provisions of this Lease, except that the Leasehold Mortgagee may reserve the right to apply to the mortgage debt (in the order of priority) all, or any part, of the proceeds not used to repair or restore the Project and the improvements located thereon to the extent required in this Lease so long as there then remains at least fifteen years until the scheduled expiration of the Term (as may theretofore be extended).

9. Notice of Proceedings. The parties to this Lease shall give the Leasehold Mortgagee notice of any arbitration proceedings or condemnation proceedings involving Tenant's interest in the Project, or of any pending adjustment of insurance claims, and the Leasehold Mortgagee shall have the right to intervene therein and shall be made a party to such proceedings. The parties to this Lease do hereby consent to such intervention. In the event that the Leasehold Mortgagee shall not elect to intervene or become a party to the proceedings, the Leasehold Mortgagee shall receive notice and a copy of any award or decision made in connection therewith.

10. Right to Exercise Renewal Options. If Tenant has not timely exercised any option to renew, such option shall not expire until Landlord gives the Leasehold Mortgagee written notice and 30 days in which to exercise such option on Tenant's behalf.

11. Right to Purchase Fee. If Tenant has any right of first offer, presentation or refusal or any other right to acquire fee simple title to the Land or the Leased Property, such right shall not expire, be rejected or be terminated unless and until the Leasehold Mortgagee has been given written notice and 30 days to exercise such acquisition right, provided that the Leasehold Mortgagee may acquire such fee in its own name or in the name of a designee.

12. New Lease. Landlord agrees that in the event of termination of this Lease by reason of any default by Tenant or otherwise, Landlord, if requested by the Leasehold Mortgagee, will enter into a new lease of the Leased Property with the most senior Leasehold Mortgagee requesting a new lease or its designee for the remainder of the Term, effective as of the date of such termination, at the rent and additional rent and upon the terms, provisions, covenants and agreements as contained in this Lease and subject to the rights, if any, of any parties then in possession of any part of the Leased Property, provided:

a. The Leasehold Mortgagee shall make written request to Landlord for the new lease within sixty (60) days after the Leasehold Mortgagee receives written notice of such termination;

b. Within thirty (30) days after receipt of the new lease from Landlord, the Leasehold Mortgagee shall execute and deliver the new lease to Landlord and shall pay any and all sums which would, at the time of the execution and delivery thereof, be due and unpaid pursuant to this Lease but for its termination;

c. The Leasehold Mortgagee shall perform and observe all covenants contained in the Lease on Tenant's part to be performed, and shall further remedy any other conditions which Tenant under the terminated Lease was obligated to perform under its terms, in each instance as and to the extent the same are curable or may be performed by the Leasehold Mortgagee;

d. The tenant under the new lease shall have the same right, title and interest in and to the buildings and improvements on the Leased Property as Tenant had under the terminated Lease immediately prior to its termination; and

e. Notwithstanding anything to the contrary expressed or implied elsewhere in this Lease, any such new lease shall enjoy the same priority in time as this Lease over any mortgage, deed of trust, or other lien, charge, or encumbrance on the Leased Property.

13. Lender's Liability. In the event the Leasehold Mortgagee or any designee of it becomes the Tenant under this Lease or under any new lease pursuant to the foregoing, the Leasehold Mortgagee or its designee shall be personally liable for the obligations of Tenant under this Lease or a new sublease only for the period of time that the Leasehold Mortgagee or its designee remains the actual beneficial holder of the leasehold estate under this Lease. The initial new tenant under the new lease shall have the right to sublease all or portions of the Leased Property or to assign the new lease without the consent of Landlord, despite any other provision of the new lease to the contrary.

EXHIBIT F

Estoppel Certificate

TO: Buyer: _____, its successors and assigns ("**Buyer**"), where Buyer is purchasing an interest in the Leased Property and the Facility (together, the "**Project**") from Tenant.

Lender: _____, its successors and assigns ("**Lender**"), where Lender is providing financing to Tenant secured by the Project.

RE: Agreement: "Our Lease of Your Land" made as of _____, 20__.

DATE: _____

The undersigned is Landlord under the Lease, as of the date of this Estoppel Certificate (this "**Certificate**"). Landlord certifies to Buyer and Lender that the following information is true and complete, as of the date of this Certificate, and agrees that Buyer and Lender may rely on such information. Capitalized terms not defined below have the meanings ascribed to them in the Lease.

1. The following is summary information:

Landlord: _____ ("**Landlord**")

Tenant: _____ ("**Tenant**")

Leased Property: _____ ("**Premises**")

Lease commencement date: _____

Commercial Operation Date: _____

Scheduled termination date: _____

Renewal options: _____

Termination options: _____

Purchase options: _____

Lease Year: _____

Scheduled payments under the Lease: _____

Amount and form of any security or other deposits: _____

Landlord Lien Holders: _____

2. Tenant has exclusive possession, occupancy and use of the Leased Property and may do anything with the Leased Property that constitutes a Permitted Use. The Leasehold Rights and Granted Rights are in full force and effect for Tenant's exclusive benefit, and the rights of way, easements and other rights granted to the Utility are in full force and effect for the Utility's benefit. Landlord is not aware of any event or circumstance that has terminated or diminished, or with the giving of notice or the passage of time, or both, could reasonably be expected to terminate or diminish, the force, effect or benefit of any of such rights for Tenant or the Utility, as the case may be.
3. Tenant may assign, sublease, mortgage, pledge, sell and otherwise transfer the Lease and its rights and interests in the Project, without the consent of Landlord, to any Landlord Lien Holder or any other person. Neither Landlord nor any Landlord Lien Holder has any right or interest in the Facility.
4. Attached is a true and complete copy of the Lease, as amended, supplemented or otherwise modified (the "**Lease**") which contains all of the terms and conditions relating to the relationship between Landlord and Tenant, except as indicated below (collectively, the "**Lease Exceptions**"):
 - a. Schedule 2.1 attached to this Certificate ("**Schedule 2.1**") lists all amendments, supplements, modifications, assignments, assumptions, subleases, subordination agreements, non-disturbance agreements, renewal agreements, option agreements and other agreements and documents that directly or indirectly affect the terms or conditions of the Lease. Landlord has given Tenant a true and complete copy of each such document to which Landlord is a party or is in Landlord's possession or control.
 - b. Schedule 2.2 attached to this Certificate ("**Schedule 2.2**") describes all other written or oral agreements, undertakings and other arrangements that are not identified in Schedule 2.1.
5. The Lease, subject to the Lease Exceptions, contains the entire agreement between Landlord and Tenant with respect to the Land, the Leased Property, the Facility and the other matters covered in the Lease, and the Lease has not been amended, supplemented or otherwise modified except for the Lease Exceptions. There is no agreement between Landlord and Tenant regarding any option to purchase or right of first refusal to purchase the Land, the Leased Property or the Facility.
6. The Lease is in full force and effect in accordance with its terms, except to the extent such terms have been amended, supplemented or otherwise modified in accordance with the Lease Exceptions.
7. All payments due from Tenant under the Lease have been paid in full, except as follows: _____

 No amounts payable under the Lease have been paid more than thirty (30) days in advance, except as follows: _____
 .
8. (a) Tenant has complied with and performed its obligations under the Lease when due, (b) neither Landlord nor Tenant is in default under the Lease, and (c) Landlord is not aware of any event or circumstance that (i) with the giving of notice or the passage of time, or both, could reasonably be expected to constitute a default under the Lease, or (ii) has given Landlord the right, or with the giving of notice or the passage of time, or both, could reasonably be expected to give Landlord the

right, to terminate the Lease or assert any claim against Tenant, except as follows:_____

9. Neither Landlord nor Tenant has any counterclaim, defense or offset to its obligations under the Lease or to the enforcement by the other party of its rights under the Lease.

10. There is no (i) unfinished improvement or other work required to be completed by Landlord or (ii) rent concessions, rebates, free rent, subsidies or other inducements required to be provided by Landlord, except as follows:_____.

11. Landlord has exclusive ownership of and fee simple title to the Land, subject only to the Lease, and there is no existing occupant, lease, mortgage, lien, purchase option, right of first offer or refusal or other encumbrance with respect to the Land, except for Permitted Encumbrances. There is no Landlord Financing and no Landlord Lien Holders except as identified on Schedule 2.1.

IN WITNESS WHEREOF, the undersigned, being the duly authorized agent of Landlord, has executed this Certificate as of the date first written above.

By: _____

Name: _____

Title: _____

EXHIBIT G

Form of Memorandum of Lease

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CP WI Development, LLC
Attention: Legal Department
358 Chestnut Hill Ave, Ste 302
Brighton, MA 02135

SPACE ABOVE THIS LINE FOR RECORDER’S USE

MEMORANDUM OF LEASE

This Memorandum of Lease (this “Memorandum”) is made as of _____, 20__ (the “Effective Date”), between _____, (“Landlord”) owner of the real property described in Exhibit A attached hereto (the “Property”), and _____ (“Tenant”).

Whereas, Landlord and Tenant have entered into an agreement, dated as of _____, 20__ (the “Lease”) under which Landlord has leased the Property, and granted rights of way, easements and other rights with respect to the Property, to Tenant.

Whereas, Landlord and Tenant desire to record this Memorandum to perfect and preserve the priority of Tenant’s rights under the Lease.

NOW, THEREFORE, in consideration of these premises, which are incorporated herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Lease commenced on _____, 20__, and will terminate on or about the date forty-five (45) years after the commercial operation date of a project being constructed under the Lease, which termination date should occur by _____, 20__.

3. The parties ’addresses as set forth in the Lease are as follows:

Notary Public
My commission expires on _____, 20__

(Signature page follows.)

Tenant

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.:

COUNTY OF _____)

On the ___ day of _____, 20__, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My commission expires on _____, 20__

(Exhibit A follows.)

EXHIBIT A

Legal Description of the Property

Parcel #: 286-02674-0000

Valid as of 07/19/2023 10:53 AM

Alt. Parcel #: 286-650-001-3000

CITY OF TOMAH
MONROE COUNTY, WISCONSIN

Owner and Mailing Address: CITY OF TOMAH 819 SUPERIOR AVE TOMAH WI 54660		Co-Owner(s):	
Districts:		Physical Property Address(es): Information Not Available	
Dist#	Description	Parcel History:	
0200	WESTERN TECHNICAL COLLEGE	Date	Doc #
5747	TOMAH SCHOOL DIST	04/03/2006	559942
8020	LAKE DISTRICT #8020		Vol/Page
			/
			248R/244
			235R/683
			259R/752
			Type
			EASE
			DCLRN
			DCLRN
			DCLRN
			<i>more...</i>
Abbreviated Description: SW1/4 OF NE1/4 (CLOSED SANITARY LAND FILL)		Acres: 40.000	

Plat	Tract (S-T-R 40% 160% GL)	Block/Condo Bldg
* N/A-UNPLATTED LANDS	32-18N-01W	

2023 Valuations: Values Last Changed on 01/01/0001

Class and Description	Acres	Land	Improvement	Total
X4-OTHER	40.000	0.00	0.00	0.00
Totals for 2023				
General Property	0	0.00	0.00	0.00
Woodland	0.000	0.00	0.00	0.00
Totals for 2022				
General Property	0.000	0.00	0.00	0.00
Woodland	0.000	0.00	0.00	0.00

2023 Taxes

Taxes have not yet been calculated.

Key * - Primary

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Request for approval of expenditure of ARPA funds for a court software expense.

Summary and Background Information:

(Appropriate Documentation Attached)

The Municipal Court has utilized court software that used the same database for Defendants that the Police Department used when they wrote tickets. Due to the Police Dept switching to new software the court needed to find court software that works alone to process tickets. A new software was purchased to process tickets, but the two software are not compatible to transfer the information without reentry. I have contacted the current software (Omnigo) and was told that I would need to keep a Records Management licensing open to be able to retrieve data to enter in the new software. I had budgeted for the yearly maintenance not knowing of this additional expense. If we do not renew to allow the Court Clerk time to transfer data, the old system (Omnigo) will shut down completely, and we would have NO access to any outstanding tickets that moneys were due to the Municipal Court. The expenditure of ARP funds is justified for this reason.

Recommendation:

It is requested that the Committee of the Whole and the Common Council approve the usage of ARP funds in the amount of up to \$6191 for the maintenance of OMNIGO software to retrieve court documents to transfer to the new Municipal Court software.

Fiscal Impact:

Up to \$6191 of ARP funds

Thomas Flock

Thomas Flock, Municipal Judge

Date 12/13/2023

Committee: Committee of the Whole and Common Council

Meeting Date(s): December 18 and December 19, 2023

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Appointment of 2024-2025 Election Officials

Summary and Background Information:

(Appropriate Documentation Attached)

Per State Statute 7.30(4)(a), election officials must be nominated to the governing body by the Mayor. Terms commence on even numbered years and end on December 31 of odd-numbered years. Please see the attached list of recommendations for Regular Election Officials (Inspectors) and Chief Inspection Election Officials.

Fiscal Note:

N/A

Recommendation:

It is recommended that the Common Council appoint the election officials for 2024-2025 as indicated on the attached report.

Respectfully submitted by:

Nicole E. Jacobs

Committee: Committee of the Whole & Common Council

Meeting Date: December 18 & 19, 2023

Recommendation to appoint the **Election Inspectors** for the City of Tomah for the 2024/2025 term as follows:

Debbie Reid	Mary G. Jacobs	Elmer J. Pasch, Jr.
Mary J. Smith	Myra J. Anderson	Joanne E. Klinker
Bradley Hillestad	Jane M. Schave	Kitty R. Gnewikow
Odile M. Nelson	Melanie D. Frei	Sonja Ley
Bonnie A. Roscovius	Thomas E. Frei	Marla B. Leverich
Roberta A. Downs	LaVonne J. Smith	Roberta C. Thompson
Karen A. Betthausen	Shirley Galstad-Roh	Sheila J. Robertson
Debra J. Hancock	Evelyn C. Chapman	Rebecca J. Miller
Janet A. Koranda	Glenn W. Gallagher	Kristi A. Doyle
Dennis A. Koranda	Katharine L. Hillestad	Rebecca L. Godfrey
Eric A. Devine	Dawn R. Spence	Craig W. Meeusen
Teresa L. Devine	Drake O. Kimpton	

Recommendation to appoint the **Chief Inspectors** for the City of Tomah for the 2024/2025 term as follows:

Debbie Reid	Evelyn C. Chapman	Sheila J. Robertson
Debra J. Hancock	Joanne E. Klinker	
LaVonne J. Smith	Kitty R. Gnewikow	