



AGENDA FOR COMMITTEE OF THE WHOLE

A Committee of the Whole meeting will be held on **Monday, March 17, 2025 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)

CALL TO ORDER – ROLL CALL

APPROVAL OF THE MINUTES:

1. Approval of Minutes from February 17, 2025

REPORTS:

City Clerk

2. City Clerk Monthly Report

Treasurer

3. March 2025 Treasurer's Report

Parks & Recreation

4. Tomah Parks and Recreation Program Report

Public Works & Utilities

5. Public Works & Utilities Report

Police Department

6. Police Department Monthly Report - February 2025

Chamber/Convention & Visitors Bureau

GENERAL:

7. Special Beer and Wine Permit Application by Monroe County Support Services for Budweiser Dairyland Super Nat'l Truck & Tractor Pull on June 26-28, 2025.
8. Special Beer and Wine License Application by Monroe County Support Services for Monroe County Fair on July 23-27, 2025.
9. Monroe County Support Services (MCSS) extending hours of operation at the Monroe County Fair Beer Garden on Friday, July 25 and Saturday, July 26, 2025 at Recreation Park.
10. Ordinance Creating Division 3 of Article VII regarding Tomah Convention and Visitors Bureau
11. Facade Improvement Grant Program Application 1-2025
12. Concession Agreement Winnebago Park Kayak Rental Program

Committee of the Whole – March 17, 2025

- [13.](#) Resolution for Payment of Monthly Bills
- [14.](#) Award of Lake Tomah Forebay Cleaning Bid

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.

MINUTES FOR COMMITTEE OF THE WHOLE MONDAY FEBRUARY 17, 2025

CALL TO ORDER – ROLL CALL

The meeting was called to order by John Glynn at 6:30 p.m. Present: Paul Dwyer, John Glynn, Richard Yarrington, Shawn Zabinski (arrived at 7:06), Mitchell Koel (arrived at 6:35 p.m.), Patrick Devine, and Dean Peterson. Absent: Travis Scholze and Nellie Pater. Also present: Nick Morales, Becki Weyer, Justin Derhammer, Kirk Arity, Joe Protz, Scott Holum, Tina Thompson, and special guest, Lamont Kiefer. The meeting was available via Zoom and recorded by Hagen Sports Network. All motions are unanimously approved unless otherwise noted.

Lake Presentation by Lamont Kiefer

Lake Committee Chair Lamont Kiefer appeared to the Committee to provide a brief video on Lake Tomah and to show the award the Lake Committee was achieved for Conservationist of the Year from Monroe County Land Conservation Land Department.

City Clerk Monthly Report

Weyer provided a monthly written report. She gave a brief outline of the spring primary election tomorrow, February 18, 2025. Those interested in serving on committees or commissions in the city should contact the mayor or the clerk's office prior to the Reorganizational meeting in April. The Spring election will be on April 1, 2025.

February 2025 Treasurer's Report

The budget books are complete and currently being distributed. City Council members will receive their copies on February 17-18, 2025. Nick is reviewing the remaining balance in the Economic Development (ED) account at Bank First. The annual audit is scheduled to begin in March 2025, with auditors already submitting preliminary requests. The Treasurer's Office will provide updates to the Council on the audit's progress and findings.

Approval of Budget Amendment for Creation of Buyout Accounting Codes

The City provides a cash incentive for employees who opt out of the City's insurance plan, reducing long-term costs. One employee chose not to enroll; however, the necessary accounts were not properly set up or budgeted for this situation. This budget amendment ensures that the general ledger accounts are correctly aligned for the year. Motion by Dwyer, second by Yarrington, to recommend the Council approve the budget amendment and creation of the buyout accounting codes. Motion carried.

Resolution for Payment of Monthly Bills

Motion by Dwyer, second by Peterson, to recommend the Council approve the payment of monthly bills in the amount of \$2,874,443.64. Motion carried.

Tomah Parks and Recreation Program Report

Protz provided a monthly written report. He provided a brief update on the shelter rentals at the parks, the upcoming and ongoing recreation programs, and the events at Recreation park. They are staying on top of the snow removal on city sidewalks and ask for patience in cleaning the trail. There was vandalism at Joliet park, so the bathrooms are now closed.

Public Works & Utilities

Street Department: Operations are normal. A garbage truck was briefly out of service but has been repaired. Mattresses and box springs are now non-collectible; Moder Disposal is a local disposal option. Recycled asphalt and concrete are ready for spring use, primarily for the Kilborne Ave watermain replacement. Tree clearing continues at the airport.

Sewer Department: Operations are normal, with an average daily flow of 1.0 million gallons.

Water Department: Frost depth readings range from 42" to 48", with water temperatures around 42°F.

Regular maintenance and painting are ongoing.

Lake Committee: The next meeting is on March 20, 2025, at 5:00 PM. The forebay dredging project bid will be on February 26, 2025.

Police Department Monthly Report - January 2025

Chief Holum provided a monthly written report. The newest employee has started the Police Academy in Sparta. They have promoted Alex Brueggeman to Sergeant. The annual K-9 golf outing will be on June 13th at Hiawatha golf course. The therapy dog in training will be picked up this week by the handler Jayden Olson. Police continue to have a common-sense approach to alternate side parking.

Chamber/Convention & Visitors Bureau

Dir. Thompson provided a printed copy of the Tomah Chamber and Visitor's Center area guide to the committee members. The Annual Chamber Banquet will be on Monday, February 24th. They continue to make progress on the new website. The Best of Tomah competition is in full swing. Thompson will be attending educational summits and providing support for the Monroe County Economic Development and Tourism Committee.

Plan Commission recommendation to amendment ordinance section 52-116 Parking requirements

U.S. communities are reducing outdated minimum parking requirements to prevent excessive underutilized parking, lower development costs, and minimize impervious surfaces that impact stormwater management. Cities are shifting toward a market-driven rather than policy-driven approach. City staff, in collaboration with Vandewalle & Associates, has drafted proposed amendments to Section 52-116 of the Zoning Ordinance. The Plan Commission recommends approval of these amendments.

Motion by Yarrington, second by Dwyer, to recommend the Council approve the ordinance amending ordinance 52-116. Motion carried.

Plan Commission recommendation to amendment ordinance section 2-559-2-568

The current ordinance limits the Industrial Development Fund to industrial projects. The Plan Commission and Long-Range Plan Commission recommend expanding its use to align with Economic Development as outlined in the proposed amendments. This change allows the Long-Range Planning Commission to oversee the funds. Both commissions support the amendment. Motion by Dwyer, second by Zabinski, to recommend the Council approve the ordinance as submitted. Motion carried.

Temporary Class "B" license application by North American Squirrel Association (n.a.s.a.) to sell fermented malt beverages and wine at the Annual Fundraising Banquet on March 29, 2025.

The North American Squirrel Association has applied for a Temporary Class "B" License to serve beer and wine at its annual banquet on March 29, 2025, at Tomah Recreation Park (1625 Butts Ave). The Committee of the Whole is requested to review the application and recommend approval to the Common Council. Motion by Koel, second by Zabinski, to recommend the Council approve the temporary license as requested. Motion carried.

Plan Commission recommendation to amendment ordinance section 2-350--2-377

This ordinance amendment is only altering section 2-350-2-377 to align with the changes with ordinance 2-559-2-568 earlier in the agenda. Motion by Dwyer, second by Peterson, to recommend the Council approve the ordinance changes to section 2-350-2-377 as presented. Motion carried.

Approval of Vandewalle and Associates Funding for FY25 and Budget Amendment

The LRPC meeting in February 2024 voted to recommend to City Council for approval funding for V&A from the Economic Development Fund in the amount of \$60,000 for the year. The approved ordinance above gives the Long-Range Planning Commission the duty to oversee the fund. Motion by Peterson, second by Zabinski, to recommend the Council approve the budget amendment for \$60,000 from the industrial fund to the general fund to cover expenses for future economic development partnership with Vandewalle and Associates. Motion carried with one negative vote (Koel).

Resolution Disallowing the Claim of Scott Martin

On December 23, 2024, Scott Martin filed a vehicle damage claim against the City of Tomah, alleging a collision with a City snowplow. After investigation, the City's insurance provider, Statewide Services, Inc., found no clear evidence of negligence, citing conflicting accounts, no police report, and no independent

witnesses. Under Wisconsin law, municipalities are not automatically liable for vehicle damage. Statewide Services recommends disallowing the claim to protect the City from unjustified liability. This standard legal practice does not prevent the claimant from seeking compensation through other means. Council approval of the resolution affirms the City's position and avoids potential challenges. Motion by Yarrington, second by Peterson, to recommend the Council approve the resolution disallowing the claim for Scott Martin. Motion carried.

ADJOURN

Motion by Peterson, second by Dwyer, to adjourn. The meeting adjourned at 7:22 p.m.

Respectfully submitted,

Rebecca Weyer

CITY CLERK – MONTHLY REPORT

March Committee of the Whole 2025

ELECTIONS

- The Spring 2025 Election will be held at Recreation Park (Fairgrounds) on April 1, 2025. Offices and items on the ballot include:
 - Alderpersons (Odd-Numbered Districts)
 - Tomah Area School District (Two Seats)
 - State Superintendent of Public Instruction
 - Justice of the Supreme Court
 - State Referendum
- Poll worker training for the 2024-2025 election cycle was conducted at the Fire Station (400 N Glendale Ave). Special thanks to Chief Adler and staff for hosting.
- As of March 13, 2025, 323 absentee ballots have been mailed to voters. Voter turnout is projected to be between 1,800 and 2,300 for this election.

CLERK'S OFFICE UPDATES

- The Board of Review has been scheduled with the Assessor:
 - Open Book: Wednesday, May 14, 2025, from 12:00 p.m. to 4:00 p.m. (City Hall)
 - Board of Review: Wednesday, June 11, 2025, at 10:00 a.m. (Two-Hour Meeting)
 - Training for Board of Review members will be scheduled following the April 15, 2025, Reorganizational Meeting.
- Collaborating with Mayor Dwyer on appointments for the 2025 Reorganizational Meeting.
- Finalizing materials for the Elected Officials Training on April 3, 2025.

HUMAN RESOURCES

- The ETF Employee Self-Service Portal is set to launch in Summer 2025.
- Annual HR training for all employees will soon be available through the League of Wisconsin Municipalities' online learning platform.
- Leading the recruitment process for the Code Enforcement Officer/Economic Development & Zoning Assistant. The position is posted on Indeed and GovernmentJobs.com.
- Affordable Care Act (ACA) reporting was successfully submitted by the February 28 deadline.

Submitted by: Rebecca Weyer
City Clerk
March 13, 2025



Treasurer's Report
February 2025

Budget

Training & reviewing MiViewpoint training with Department Heads and payment alternatives such as Invoice Cloud training.

Economic Development

Nothing at this time.

Financial Planning

The audit has started for 2024 by CLA. They will be on site within this month to help with the audit.

Justin Derhammer

March 17, 2025

Other Parks

- Maintenance on equipment and buildings
- Snow Removal on city owned sidewalks and recreational trail
- Working on repairs at Public Restroom by Gillett Park.

RECREATION PROGRAMS

- Recreation Station Pre-School Open gym continues
- Open Gym opportunities for Morning Walk, Pickleball, Disc Golf and basketball. Visit Tomah Parks and Recreation Facebook page for up-to-date information.
- Special Events at Recreation Station March 17th St. Patrick Day, April 19th Easter Egg Hunt.
- May 3 Pancakes for Parks at Recreation Station hosted by Tomah Lions Club.
- Adult Basketball continues with 13 teams
- Indoor Women's Volleyball continues with January 12th with 7 teams.
- Working on Spring and Summer Programming
- 12 Weekend Rentals at the Recreation Station for the month of March

AQUATIC CENTER

- Fall Maintenance and Winterization
- Working on Staff Inquiry's

RECREATION PARK

- February Events-February 6-8 Glen Miller Auction, Feb.15th Sleep in Heavenly peace bed building, Feb. 21-22 Dungeon Days, March 1 Tomah Baseball Cub Fundraiser,
- March 14-15 SCA that Moot Thing, March 20-22 Glen Miller Auction, March 29th N.A.S.A. Banquet, April 5th Farm Toy Show.
- April 5 Farm Toy Show, April 11-13 Gun Show, April 26 Oakdale Electric Annual Meeting, May 3 Tom Wopat concert @ Exhibit Building, May 3 Wedding at Recreation Building.
- General upkeep and maintenance on buildings
- Tomah High School Gymnastics in Exhibit Building.
- Tomah Youth Hockey and Woodsmen Hockey continues with activities at the Ice Center

Joe Protz

Joe Protz
Director Tomah Parks and Recreation

Director of Public Works and Utilities Report

February 2025

1) Street Department

Operations are normal. The street department and the sewer department are working together cleaning storm sewers within the city. TORO has started to move in trailers onto the city storage area on East Monowa. Our salt usage for the year is approx. 275 ton. This approx. half of what we normally use with 750 ton being the most used in one season. We anticipate a \$20k reduction for 2026 for this budgetary line item. The street sweeper is out and with the frost coming out we are repairing those signs struck over the winter. The road bans went on as of 3/10/25.

2) Sewer Department

Operations are normal. The average daily flow is 1.0 million gallons per day. The ferric chemical feed pumps were replaced.

3) Water Department

We have had approx. 6 properties running water to avoid potential freezing of the lines, those should be turned off by this week. Two more security cameras were installed at the water department. Waiting on parts for the generator at well 12.

4) Lake Committee

The Lake Committee's next meeting is 3/20/25 @ 5:00pm. The forebay dredging project came in budget. Discussions on vegetative treatments on the Lake will be the topic of discussion.

Respectfully Submitted

Kirk Arity

Director of Public Works and Utilities

Tomah Public Works and Utilities Employees

City Hall

Director – Kirk Arity

Office Manager – Megan Sweda

Bookkeepers – Patricia Marten

Custodian – Scott Donovan

Water Department

Supervisor – Jeff Marten

Licensed Operators – Dennis Baldwin, Derek Nofsinger, Nathan Waege, Andrew Strait

Unlicensed Maintenance Worker –

Sewer Department

Supervisor-Brandy Leis

Licensed Operators - Michael Linehan, Tom Bemis, Chad Richmond, Craig Dechant, Tony Newcomb

Unlicensed Maintenance Worker –

Public Works

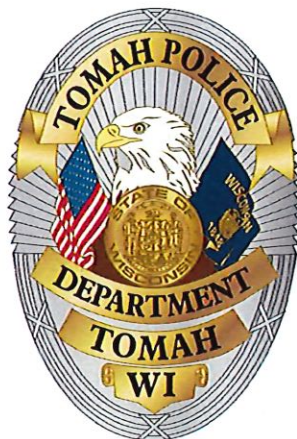
Supervisor – Joe Kube

Mechanic – Mark Dixon

Equipment Operators – Lance Larson, Justin Randall, Corey Clay, Brad Rewey

Truck Drivers – Steve Schultz, Jason Burkhalter, Trey Rapp, Justin King, David McGarry, Dillon Clay-Kruger, Marvin Poff.

TOMAH POLICE DEPARTMENT



"Serving the Community"

February 2025 Report

K-9 REPORT

The Tomah Police K-9 Unit consists of Officer Adam Perkins and his partner K-9 Viktor. Officer Perkins has been employed with the Tomah Police Department since September 2011 and was selected to be the K-9 handler in late 2016.

In March 2017, Officer Perkins traveled to the Jessiffany Canine Services LLC Kennel in Iron Ridge, Wisconsin to select a K-9 partner. Officer Perkins met with the head trainer and looked at numerous dogs, ultimately selecting K-9 Viktor. K-9 Viktor is a Czech Shepherd from the Czech Republic. Officer Perkins and K-9 Viktor trained for 5 weeks at Jessiffany Canine Services and certified through Jessiffany and the American Police Canine Association (APCA) in early April.

Officer Perkins and K-9 Viktor primarily work 3rd shift but are available off duty in an on-call capacity. Officer Perkins and Viktor are also members of the Monroe County Combined Tactical Unit (CTU). K-9 Viktor is a “dual purpose” patrol dog meaning patrol work and narcotics detection. “Patrol work” encompasses handler protection, criminal apprehension, tracking, building searches, and area searches. For narcotics detection, Viktor is trained to alert on the odors of Marijuana, Methamphetamine, Cocaine/Crack Cocaine, Heroin and MDMA.

Officer Perkins and K-9 Viktor train on a frequent basis to stay proficient in the numerous tasks Viktor is trained in.

UTILIZATIONS OF IMPORTANCE

Training – Attended an 8-hour training day in Holmen, WI. The training consisted of track, building search for drugs, NAPWDA Aggression cert, Equipment fixation exercises, article search, Obedience, Building search for man, Building search with muzzle.

Training – Attended an 8-hour K9 First Aid Class at the Wisconsin State Patrol. The class was instructed by Operational K9.

Training – We missed the second day of K9 training due to attending Leadership training in Green Bay, Wisconsin.

Training – Conducted some on shift obedience training.

Agency Assist – A Monroe County Deputy conducted a traffic stop on a vehicle near the Walmart DC and requested we respond for a K9 sniff. We were enroute and the Deputy canceled our response.

School Sniff – Assisted the Onalaska Police Department and the Luther High School Staff with a sniff of lockers and vehicles.

INVESTIGATIONS

Disorderly Conduct X2 / Substantial Battery-Intend Bodily Harm X2

Tomah officers were dispatched to an address in the City of Tomah for trouble with party call. Officers arrived and observed one male lying on the ground with another male on top of him, with his hands on the first male's face. Near the two males was another male and female, who were agitated. Officers had everyone separate and they observed the male that was lying on the ground had blood covering his eyes and nose. Officers learned there was an argument inside the residence between the male victim and the male that was initially on top of him. They exited the residence, and a fight ensued. During this fight, the female struck the male in the face with an unknown object and was kicking him. Medical personnel transported the subject to a medical facility for care. The male suffered significant physical injuries because of the fight. The initial male and the female were both arrested and transported to jail.

Overdose / Possession Meth / Possession Paraphernalia / Probation Hold / Neglecting a Child

Tomah officers were dispatched to an address in the City of Tomah for a female overdosing. Officers arrived and were allowed inside. They located the overdosing female lying on the upstairs floor. Officers administered NARCAN and provided rescue breaths to the female. EMS arrived and the female woke up shortly after. Near the bathroom, officers located drug paraphernalia and confiscated it. The investigation revealed the female was at the residence with her child. The female admitted to using illegal drugs. Monroe County Human Services assisted in placement of the minor child with a relative. The female was on Probation and Probation elected to place a hold on her. The female was arrested and transported to jail. The residence was secured, and a search warrant was applied for and granted. A search of the residence yielded numerous drug related items.

OWI 1st / Resisting / Accident

Tomah officers were dispatched to Walmart for a report of a person slumped over the steering wheel of a vehicle. Officers arrived and found the vehicle in question had driven over a curb and into a fence. The driver was awake but would not answer officers questions. Officers were able to get the male to put the vehicle in park and officers opened the door. An open bottle of Rum was observed at the male's feet. The male spoke with heavily slurred speech. The male was ordered out of the vehicle, but he refused to exit. The male was informed he was under arrest and would be charged with resisting if he did not exit. The male continued to resist officers efforts. The officers were eventually able to remove the male from the vehicle and secure him in handcuffs. The male provided a PBT which showed he was over double the legal limit. The subject consented to a legal blood draw which was successfully completed. The male was later released to a responsible party.

OWI 2nd with Passenger under 16 / OAR / Failure to Install IID / Reckless Driving / Battery or Threat to LEO / Bail Jumping / Probation Hold

Tomah officers were dispatched to a driving complaint. The caller reported the suspect was traveling North on Superior Avenue and failed to stop at two red lights, was weaving in and out of its lane, and speeding. Officers attempted to locate the vehicle but were not able to find it. They responded to the registered owners address and located the suspect vehicle parked in the parking lot. The vehicle was still running but the driver was not inside. Officers observed several beer cans littered throughout the vehicle and a car seat in the rear seat. While Officers were near the vehicle a male emerged from an apartment that matched the description of the driver. When officers made contact with the subject he was argumentative and denied driving. Officers observed signs of impairment and confronted the male about the odor of intoxicants. The male yelled and swore at the officers and claimed to not have been drinking alcohol. Officers asked the male to participate in Standardized Field Sobriety Tests. The male agreed to and after, provided a PBT sample which was one and half times the legal limit. The male was ultimately arrested and was placed into handcuffs. The mother of the child that was in the vehicle was contacted and a safety plan was established for the child to be with responsible adults until the mother arrived to take custody. The male was read the Informing the Accused form, and he refused to provide a blood sample. A search warrant was then applied for and granted. A legal blood draw was completed and the subject was then transported to jail.

Disorderly Conduct X2 / Carry Concealed Weapon / Endanger Safety by Use of a Dangerous Weapon / Probation Hold

Tomah officers were dispatched to an apartment building in the City of Tomah for a report of a male who had fired a gun into the ground. Officers made contact with one tenant who stated he was the one who fired the gun. The male was searched for weapons and none were located. The male stated the situation stemmed from an argument he had with another tenant. The male was asked about the firearm, and he allowed an officer to retrieve it from his apartment. The male stated he was outside smoking a cigarette when the other male approached him and started yelling at him that he wanted to fight him "to the death." The second male then drew a line in the snow. The first male stated he was afraid of the second male due to the second male having military training and could hurt him. The first male stated he had his handgun concealed in his jacket pocket at the time. The first male then produced the gun and fired it into the ground as the second male approached him and walked to the building's door. The second male was contacted, and he admitted to drawing a line in the snow and stated he and the first male were affiliated with opposing motorcycle clubs. The second male stated he drew the line to dare the first male to cross it and if he did, they would "fist fight forever." Both males were ultimately arrested and transported to the jail. The firearm and a pocketknife were confiscated as evidence.

PERSONNEL COMPLAINTS

February Complaints = 0 Year-To-Date Personnel Complaints = 1

EMPLOYEE LISTING BY DATE OF HIRE

February 28, 2025

Admin. Asst. Rhonda Culpitt	12/12/1994
Chief Scott Holum	05/02/1999
Officer Melanie Marshall	05/28/2000
Lieutenant Paul Sloan	05/13/2001
Investigator Brittney Westpfahl	01/16/2005
Assistant Chief Eric Pedersen	07/09/2005
Officer Steven Keller	08/14/2005
Lieutenant Jarrod Furlano	01/13/2008
Sergeant Adam Perkins	09/04/2011
Sergeant Brandon Kuhn	10/12/2015
Sergeant Wilbert Steinborn	08/19/2018
Sergeant Cody Paulson	09/24/2018
Police Clerk Ashley Bankhead	03/11/2019
Police Clerk DeAnn Batten	06/17/2019
Officer Alexander Brueggeman	12/08/2019
Investigator Lindsey Stoughtenger	01/24/2021
Officer Jayden Olson	07/11/2021
Evidence Tech Mark Nicholson	08/08/2021
Officer Justice Blackhawk	10/10/2021
Officer Audra Gomez	06/01/2022
Officer John Reigel	06/12/2022
Officer Ethan Pedersen	01/01/2023
Officer Brandon Bellacero	01/01/2024
Officer Bradley Hoffman	06/03/2024
Officer Kaden Kaufman	01/06/2025

2025 OPERATING WHILE INTOXICATED STATISTICS

CASE #	AGE	SEX	1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	9TH	10TH	BAC	RSC	REFUSAL ACCIDENT	REST SUBSTANCE TYPE
#25-0002	29	M	X										0.112			
#25-0042	35	M					X						0.057			
#25-0142	50	M				X							0.248			
#25-0163	50	M		X											X	w/minor child, pending
#25-0168	24	F	X													Pending
TOTALS			2			1	1						0.139			AVERAGE BAC



TOPD Monthly Report

Printed on March 1, 2025

911 : 911 CHECK Total: 9
911HANG : 911 ABANDONED Total: 13
911OPEN : 911 OPEN LINE Total: 16
ACC PD : ACCIDENT WITH PROPERTY DAMAGE Total: 28
ACC PI : ACCIDENT WITH INJURIES Total: 2
ACC UNK : ACCIDENT UNKNOWN INJURIES Total: 3
ALARM : ALARM - HOLDUP OR BURGLARY Total: 21
AMBULANCE : AMBULANCE CALL Total: 95
ANIMAL : ANIMAL COMPLAINT/NOT A BITE Total: 16
ASSIST : ASSIST OTHER AGENCY Total: 2
ATL : ATTEMPT TO LOCATE Total: 5
BATTERY : BATTERY/ASSAULT Total: 1
BITE : ANIMAL BITE Total: 1
CIT ASST : CITIZEN ASSIST Total: 40
COMMITMENT : INVOLUNTARY COMMITMENT/CHAPTER Total: 11
COMMUNITY RELATIONS : COMMUNITY RELATIONS Total: 18
COURT ORDER : VIOLATION OF COURT ORDER Total: 5
CROSS GUARD : CROSSING GUARD DUTY BY OFFICER Total: 17
CUSTODY : CHILD CUSTODY ISSUE Total: 3
DAMAGE : DAMAGE TO PROPERTY Total: 5
DISTURB : DISTURBANCE Total: 3
DOMESTIC : DOMESTIC DISTURBANCE Total: 1
DRUG : DRUG INFO/COMPLAINTS Total: 3
ENTRY : ENTRY TO VEH OR DWELLING Total: 2
ESCORT : ESCORT Total: 1

EXTRA : EXTRA PATROL Total: 33
FIGHT : FIGHT Total: 1
FIRE ALARM : FIRE ALARM Total: 12
FIRE : FIRE Total: 2
FOLLOWUP : FOLLOWUP/INTERVIEW TO PREVIOUSLY INCIDENT Total: 50
FRAUD : FRAUD Total: 7
HARASS : HARASSMENT Total: 9
INFO : GENERAL INFORMATION CALL Total: 6
LITTERING : LITTERING OR UNLAWFUL DUMPING Total: 1
MISSING : MISSING PERSON Total: 2
MOTOR ASSIST : MOTORIST ASSIST Total: 27
NOISE : NOISE OR LOUD PARTY COMPLAINT Total: 6
ODOR : NATURAL GAS OR OTHER ODOR Total: 5
OWP : OUT WITH PARTY Total: 87
PAPER : PAPER SERVICE Total: 3
PARKING : PARKING COMPLAINT Total: 15
PHONE CALL : MAKE/RECEIVE PHONE CALL Total: 43
POWER : POWER OUTAGE/WIRES DOWN Total: 2
PROPERTY : FOUND/LOST/RECOVERED PROPERTY Total: 23
PUBWKS : DPW/STREETS/SEWER/UTILITIES CALLS Total: 2
RUNAWAY : JUVENILE RUNAWAY Total: 1
SEX OFFENSE : SEX OFFENSE Total: 4
SIGN/SIGNAL : ROAD SIGN/SIGNAL DOWN OR NEEDS REPAIR Total: 6
SUSPICIOUS : SUSPICIOUS ACTIVITY Total: 31
THEFT : THEFT Total: 14
THREATS : THREATS COMPLAINT Total: 6
TRAFFIC CNTL : BLOCKING/DIRECTING TRAFFIC Total: 1
TRAFFIC COMP : TRAFFIC/DRIVING COMPLAINT Total: 23
TRAFFIC HZRD : TRAFFIC HAZARD Total: 2

TRAFFIC STOP : TRAFFIC STOP Total: 178
TRESPASS : TRESPASSING Total: 6
TRUANCY : TRUANCY COMPLAINT Total: 8
TWJ : TROUBLE WITH JUVENILE Total: 15
TWP : TROUBLE WITH PARTY Total: 29
UNDERAGE : UNDERAGE PARTY/DRINK/TOBACCO Total: 3
WARRANT : WARRANT Total: 1
WEAPON : WEAPONS VIOLATION Total: 1
WELFARE : WELFARE CHECK Total: 30
Total Records: 1016

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Special Beer and Wine Permit Application by Monroe County Support Services for Budweiser Dairyland Super Nat'l Truck & Tractor Pull on June 26-28, 2025.

Summary and Background Information:

(Appropriate Documentation Attached)

Monroe County Support Services has applied for a Temporary Class "B" Fermented Malt Beverage License and a Temporary "Class B" Wine License to sell fermented malt beverages and wine at the Budweiser Dairyland Super Nat'l Truck & Tractor Pull being held at Tomah Recreation Park located at 1625 Butts Ave in Tomah.

Fiscal Note:

The revenue generated to the City of Tomah by issuance of this license is \$10.

Recommendation:

It is requested that the Committee of the Whole review the application and make a recommendation for the Common Council to approve the Special Beer/Wine License for the Monroe County Support Services for their event on June 26-28, 2025 at Recreation Park.

Respectfully submitted by:

Nicole E. Jacobs

Committee: Committee of the Whole & Common Council

Meeting Date: March 18 & 19, 2024

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

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

FEE \$ 10.00 5000001193 Receipt # Application Date: 3/4/2025
 Town Village City of Tomah County of Monroe

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

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

at the premises described below during a special event beginning 06-26 and ending 06-28 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →
- Bona fide Club Church Lodge/Society
 - Veteran's Organization Fair Association or Agricultural Society
 - Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Monroe County Support Services
(b) Address PO Box 908 Tomah WI 54660
 Town Village City

(c) Date organized 07/2009
(d) If corporation, give date of incorporation _____
(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:
President John Schuck - 1208 Lakeview Dr. Tomah
Vice President Nic Jacobs - 411 McJean Ave. Tomah
Secretary Lou Roberts - 28284 City Hwy CA Tomah
Treasurer _____

(g) Name and address of manager or person in charge of affair: Chavis Schreier 56054 Dogwood Ave. Tomah
408-372-2081 mail@tomahtractorpull.com

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

(a) Street number 1625 Butts Ave.
(b) Lot Recreation Park Block _____
(c) Do premises occupy all or part of building? _____
(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

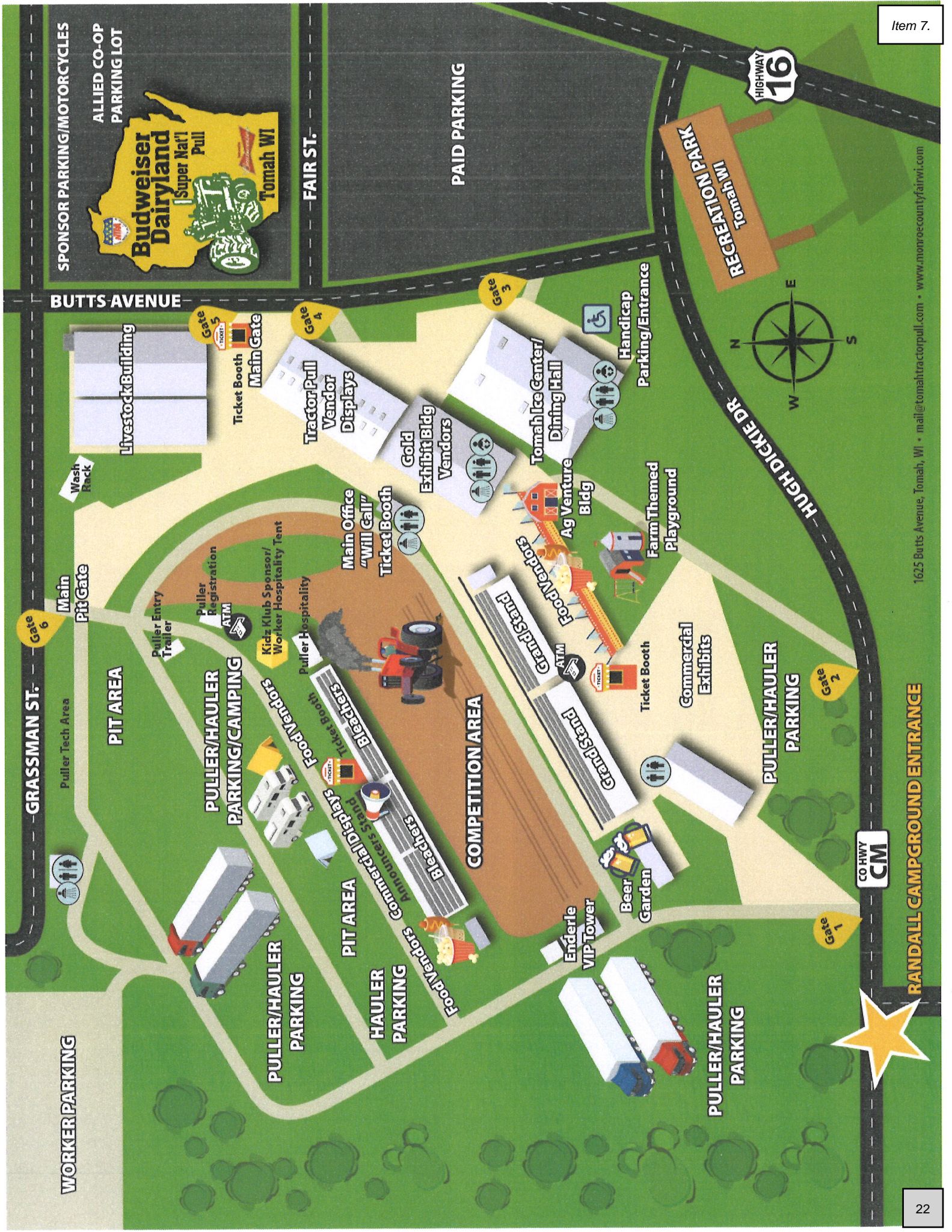
3. Name of Event
(a) List name of the event Budweiser Dairyland Super National Truck & Tractor Pull
(b) Dates of event June 26-28

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer John Schuck 3-4-2025 Monroe County Support Services
(Signature / Date) (Name of Organization)

Date Filed with Clerk 3/4/2025 Date Reported to Council or Board _____
Date Granted by Council _____ License No. _____



1625 Butts Avenue, Tomah, WI • mail@tomahtractorpull.com • www.monroecountyfairwi.com

RANDALL CAMPGROUND ENTRANCE



STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Special Beer and Wine License Application by Monroe County Support Services for Monroe County Fair on July 23-27, 2025.

Summary and Background Information:

(Appropriate Documentation Attached)

Monroe County Support Services has applied for a Temporary Class “B” Fermented Malt Beverage License and a Temporary “Class B” Wine License to sell fermented malt beverages and wine at the Monroe County Fair being held at Tomah Recreation Park located at 1625 Butts Ave in Tomah.

Fiscal Note:

The revenue generated to the City of Tomah by issuance of this license is \$10.

Recommendation:

It is requested that the Committee of the Whole review the application and make a recommendation for the Common Council to approve the Special Beer/Wine License for the Monroe County Support Services for their event on July 23-27, 2025 at Recreation Park.

Respectfully submitted by:

Nicole E. Jacobs

Committee: Committee of the Whole & Common Council

Meeting Date: March 18 & 19, 2025

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

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

FEE \$ 10.00

RECEIPT # 5000001193

Application Date: 3/4/2025

Town Village City of Tomah

County of Monroe

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

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

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

at the premises described below during a special event beginning 07-23 and ending 07-27 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- Bona fide Club
- Church
- Lodge/Society
- Veteran's Organization
- Fair Association or Agricultural Society
- Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Monroe County Support Services

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

(c) Date organized 07/2009

(d) If corporation, give date of incorporation _____

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

(f) Names and addresses of all officers:

President John Shucko - 1208 Lakeview Dr. Tomah
 Vice President Vic Jacobs - 411 McLean Ave. Tomah
 Secretary Lori Roberts - 28284 Cty Hwy CA Tomah
 Treasurer _____

(g) Name and address of manager or person in charge of affair: Chris Schreier
56054 Dogwood Ave. Tomah
Phone # 608-372-2081 Email maike@tomahtractorpull.com

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

(a) Street number 1625 Butts Ave.

(b) Lot Recreation Park Block _____

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

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

(e) Approximate number of attendees _____

3. Name of Event

(a) List name of the event Monroe County Fair

(b) Dates of event July 23-27

4. SITE PLAN MUST BE ATTACHED TO THIS APPLICATION

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer Joe Z Sh 3-4-2025
(Signature / Date)

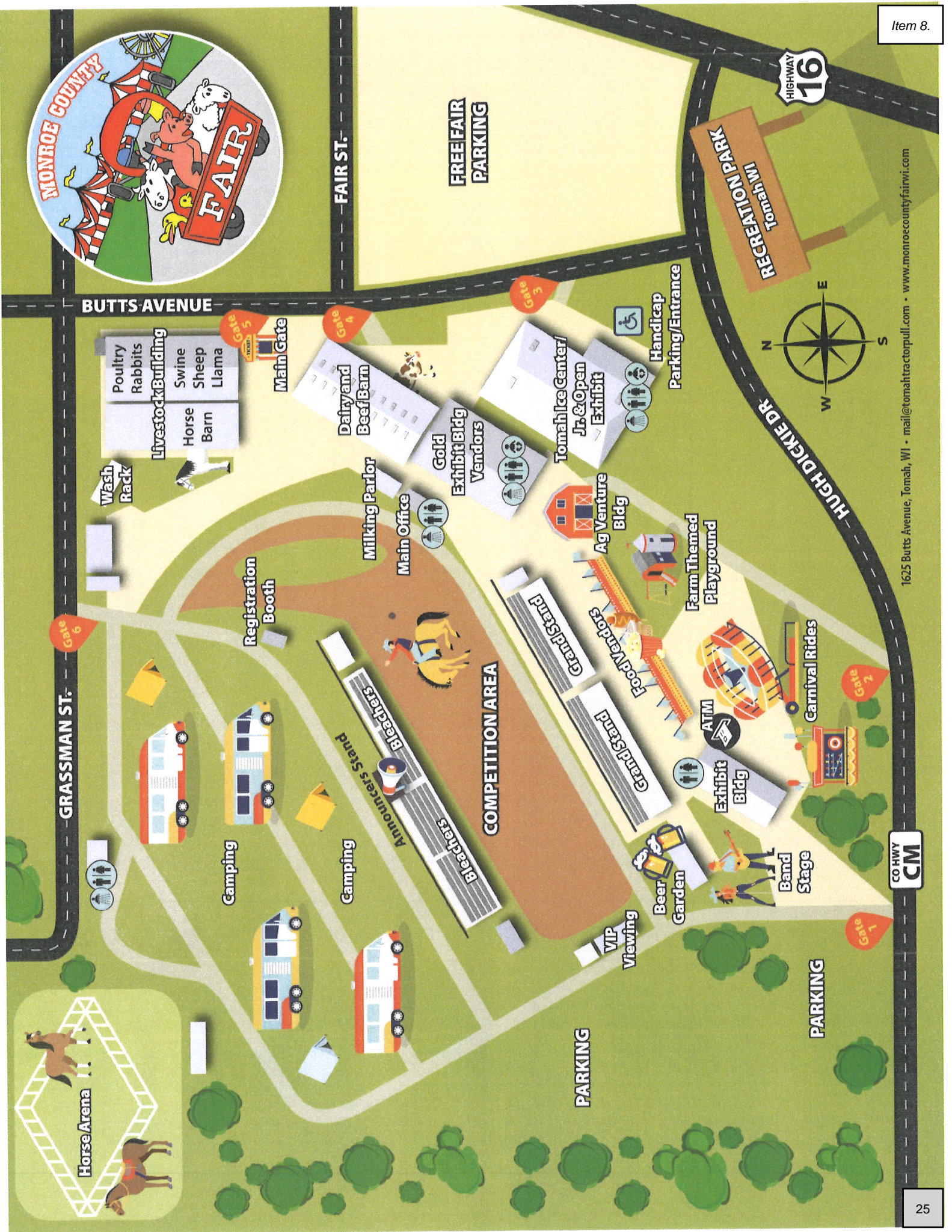
Monroe County Support Services
(Name of Organization)

Date Filed with Clerk 3/4/2025

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____



GRASSMAN ST.

BUTTS AVENUE

FAIR ST.

RECREATION PARK
Tomah WI

HIGHWAY
16



HUGH DICKIE DR.

Poultry Rabbits
Livestock Building
Swine Sheep Llama
Horse Barn

Main Gate

Dairy and Beef Barn

Gold Exhibit Bldg Vendors

Tomah Ice Center/
Jr. & Open Exhibit

Handicap Parking/Entrance

Wash Rack

Milking Parlor

Main Office

Ag Venture Bldg

Farm Themed Playground

Registration Booth

Announcers Stand
Blanchers
COMpetition AREA

Food Vendors

ATM

Carnival Rides

Gate 6

Gate 2

Camping

Camping

Exhibit Bldg

Beer Garden

Band Stage

VIP Viewing

PARKING

PARKING

Horse Arena

CO HWY
CM

1625 Butts Avenue, Tomah, WI • mail@tomahtractorpull.com • www.monroecountyfairwi.com

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Monroe County Support Services (MCSS) extending hours of operation at the Monroe County Fair Beer Garden on Friday, July 25 and Saturday, July 26, 2025 at Recreation Park.

Summary and Background Information:

(Appropriate Documentation Attached)

John Shuck, MCSS President, submitted a letter requesting to extend the beer garden hours until 1 a.m. on July 25 and 26, 2025. In the past, the MCSS have been granted the time extension at Recreation Park, 1625 Butts Ave, and are asking the council consider this again for 2024.

Fiscal Note:

None

Recommendation:

It is requested that the Committee of the Whole review the request from MCSS and make a recommendation for the Common Council to approve extending the beer garden hours of operation at the Monroe County Fair on Friday, July 25 and Saturday, July 26, 2025 at Recreation Park.

Respectfully submitted by:

Nicole E. Jacobs

Committee: Committee of the Whole & Common Council

Meeting Date: March 18 & 19, 2025



MONROE COUNTY SUPPORT SERVICES

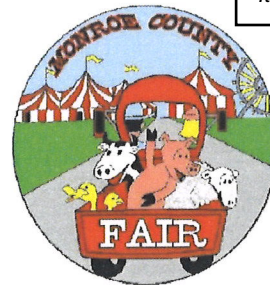
P.O. BOX 908 – Tomah, WI 54660

Phone: 608-372-2081

Email: mail@tomahtractorpull.com

www.tomahtractorpull.com

www.monroecountyfairwi.com



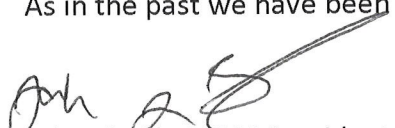
June 26th – 28th, 2025

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

July 23rd – 27th, 2025

Monroe County Support Services are requesting to have the beer garden open on Friday, July 25 and Saturday, July 26, 2025, until 1:00 am.

As in the past we have been granted the time extension, please consider this again for 2025.


John Shuck, MCSS President
608-344-1058

STAFF COMMITTEE REPARATION REPORT

Agenda Item: Approval of Ordinance Creating Division 3 Of Article VII Of The Municipal Code Of The City Of Tomah regarding The Tomah Convention and Visitors Bureau

Summary and Background Information:

In 2022, Ordinance No. 2022-02-04-D was passed, repealing the section of the city ordinance that defined the Convention and Visitor's Bureau. However, its members continued to be appointed by the mayor in accordance with the bureau's bylaws. This new ordinance reinstates the removed provisions, formally outlining the mayor's authority to select members. Additionally, the Chamber and Visitor's Bureau have voted to eliminate term limits for members due to challenges in finding qualified individuals willing to serve.

Recommendation From:

Convention and Visitor's Bureau

Minutes Attached:

Yes No

Budget Account:

Fiscal Impact:

n/a

Staff Responsible for implementation:

CVB, City Clerk, Chamber Director

Economic Impact:

n/a

Zoning/Rezoning Issues:

None.

Supports Organizational Goals:

Yes No


Questions from SET:

Grants Pursued/Opportunity Pursued:

None.

Recommendation:

Review and acceptance of the August



SET

03/11/2025)
Date



Department Director

02/07/2025
Date

Committee: Common Council
Meeting Date(s): March 18, 2025

Ordinance No.

ORDINANCE CREATING DIVISION 3 OF ARTICLE VII OF THE MUNICIPAL CODE OF THE CITY OF TOMAH

The Common Council of the City of Tomah, based upon request of the Greater Tomah Area Chamber of Commerce, do ordain as follows:

SECTION ONE: Division 3 of Article VII, Tomah Convention and Visitors Bureau, of the Municipal Code is hereby created as follows:

DIVISION 3. TOMAH CONVENTION AND VISITORS BUREAU

Section 2-625. Composition; residency; compensation.

The Tomah Convention and Visitors Bureau (CVB) shall consist of eight members. Appointed members shall include the following: one representing the common council of the City of Tomah; one representing the Greater Tomah Area Chamber of Commerce board of directors; one representing the Monroe County Agricultural Society; one being from city management; two representing a city motel/hotel; one representing a city retail establishment; and one representing a city restaurant or bar. The city mayor shall appoint members subject to confirmation by the common council. No compensation shall be paid for serving on the Tomah Convention and Visitors Bureau.

Section 2-626. Terms of Office.

(a). Administrative members. The term of office for the following shall be one year: Representative of the common council, city management representative and a representative of the Greater Tomah Area Chamber of Commerce board of directors. Any administrative member shall not be subject to a term limit and would be eligible for reappointment by the mayor on an annual basis.

(b). Citizen members. The term of office for the following members shall be three (3) years: representative of the Monroe County Agricultural Society, representative of city retail establishment, two representatives of a city motel/hotel and a representative of a city restaurant or bar. All citizen members shall be eligible for reappointment by the mayor at the end of his/her three (3) year term.

Section 2-627. Meetings; rules and regulations.

Regular meetings shall be held every other month at a time approved by the Convention and Visitors Bureau (CVB) members. Five members of the CVB shall constitute a quorum for the transaction of business at all meetings of the CVB. At the regular meeting following the organizational meeting of the council, the CVB members shall elect a chairperson and vice-

chair for a one-year term. Absent such an election, the President/CEO of the Chamber of Commerce shall serve in that capacity.

Section 2-628. Powers and duties.

To provide oversight for the affairs of the Convention and Visitors Bureau, along with the control and management of its business and property, under the direction of the President/CEO of the Chamber of Commerce.

SECTION TWO: This ordinance shall take effect upon passage and publication.

Paul Dwyer, Mayor

ATTEST:

Rebecca Weyer, Clerk

READ:

PASSED:

PUBLISHED:



Tomah Convention and Visitors Bureau

Tuesday, October 8, 2024

10:00 AM

Tomah Chamber and Visitors Center

310 N Superior Ave, Tomah

Minutes

- I. Call to Order/Attendance: Meeting was called to order at 10:00 AM. Members present included Caitlyn Henry, Joe Protz, Travis Scholze, Chris Schreier, Lisa Schietler, and staff member Tina Thompson.
- II. Consideration of Agenda and Minutes: MSC to approve the agenda and minutes from June of 2024 with the amendment of adding Lisa Schietler to the minutes from June.
- III. Consideration of Financials and Paid Bills: MSC to approve financials and paid bills as presented.
- IV. City of Tomah Update
 - i. Treasurer's Office: No report. Thompson stated that Molly has resigned her position and they will be hiring to fill it.
 - ii. Parks and Rec Office: Protz stated that there will be an open house for the disc golf course. The ice center is 99% completed. The midway project includes adding water and updated power, replacing gates, and more parking. There will be a Christian motorcycle rally and a circus coming in 2025.
- V. CVB Business
 - a. CEO Update: Thompson stated the city is still hiring for the Economic and Zoning Director. Staff will be trying to use up pto before the end of the year. We are working with the city to discuss the safety of upcoming parades.
 - b. Downtown Thursday Nights: We have selected dates and permits have been approved for the 2025 DTN season. We have booked Cherry Pie for 2025 and 2025. We continue to look at bands as they come to us for the year ahead.
 - c. Board Composition Discussion: Thompson stated that it is increasingly harder to fill the unique roles that comprise this steering committee. It is also unique that there is a required one-year-off requirement, which makes filling the roles more complex. Thompson proposed recommending an ordinance change to the City of Tomah ordinances to remove the one-year-off requirement, keeping the terms the same, but in effect allowing members to serve back-to-back terms. MSC to approve the recommendation for the ordinance change.

- d. Room Tax Discussion: Thompson stated that they have been following room tax closely, at the advice of hoteliers who have indicated room stays are down. She is anticipating an uptick in income the last months of the year and will continue to monitor.
 - e. 2025 Marketing Update: Thompson stated they continue to work with River Travel Media to execute their tourism and external marketing. To date, we have seen great engagement in our campaigns. River Travel has offered us a three year amendment to provide us with a build of a tourism destination website at no additional cost to the CVB with a three year marketing agreement. This is a value of \$14900 at no additional cost to us.
- VI. Business from the Floor: None.
- VII. Next Meeting Date: December 10, 2024
- VIII. Adjourn: MSC to adjourn at 10:51 AM.

STAFF COMMITTEE PREPARATION REPORT

Agenda Item: Façade Improvement Grant Program 1-2025

Summary and Background Information:

Mr. Troy Gilson, owner of The Crow Bar, has submitted an application for the Façade Grant Improvement Program. Mr. Gilson’s total estimated project cost is \$7,020.00 and he is requesting TIF funds in the amount of \$5,265.00, which equals 75% of the project cost. The Senior Executive Team review has concluded that this application complies with each requirement of the grant program. There is currently \$87,585 left in the program to be allocated to new applicants. Should this application be approved, there will be \$82,320 left in the program to be allocated to new applicants. Mr. Gilson desires to start this project on 15 April 2025 with a projected project completion date of 1 May 2025.

A motion to approve this item should read, “Motion to approve Façade Grant Improvement Program Application 1-2025’s request for a maximum reimbursement of \$5,265.00 or 75% of total project cost, whichever is less.”

Recommendation From: Senior Executive Team

Minutes Attached:

Yes No

Budget Account: Economic Development Fund

Fiscal Impact: See summary.

Staff Responsible for implementation: Director of Economic Development and Zoning

Economic Impact: The Façade Improvement Grant Program is part of Operation Phoenix, and seeks to achieve the strategic priority of downtown revitalization.

Zoning/Rezoning Issues: None.

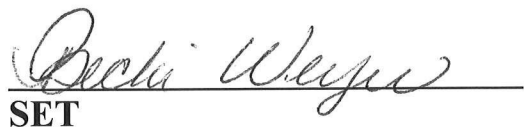
Supports Organizational Goals:

Yes No

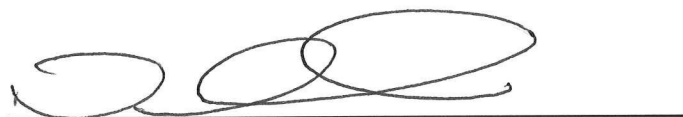
Questions from SET: None.

Grants Pursued/Opportunity Pursued: None.

Recommendation: A motion to approve this item should read, "Motion to approve Façade Grant Improvement Program Application 1-2025's request for a maximum reimbursement of \$5,265.00 or 75% of total project cost, whichever is less."


SET

03/12/2025
Date


Department Director

12 MAR 2025
Date

Committee: Common Council
Meeting Date(s): 18 March 2025

**CITY OF TOMAH, WI TAX INCREMENTAL FINANCING
FACADE IMPROVEMENT GRANT PROGRAM - EVALUATION CHECKLIST**

Line No.	Requirement	Yes	No	N/A	Notes
1A	Is the applicant a downtown property owner of a commercial, industrial, multi-family (4+ units) residential, or mixed use structure?	X			
1B	If not one of the above, is the applicant a non-residential building tenant with leases of more than three years in length?			X	
2	If the applicant is 1B, do they have property owner approval?			X	
3	If the applicant is 1B, is the property located within the downtown area?			X	
4	Is the applicant in a structure other than a single-family or duplex residence, regardless of the owner or renter occupancy?	X			
5	Is the applicant a taxable entity?	X			
6	Is the amount the applicant requesting no more than 75% of the total project cost?	X			Requesting \$5,265 of TIF funds for a total project cost of \$7,020.
7	Is the applicant requesting no more than \$10,000 per property eligible for exterior improvements?	X			
8	Has the applicant documented the sources of all matching funds?	X			
9	Are all matching funds from the applicant from non-City sources?	X			
10	Is the project to improve a street-facing exterior/facades, or those the City finds to be substantially similar?	X			
11	The improvements are generally not tenant specific.	X			Some are tenant-specific but fall under eligible expense - "business signage."
12	The improvements are likely to benefit/serve future building occupants.	X			Some are tenant-specific but fall under eligible expense - "business signage."
13	If an alley-facing exterior/facade, does the facade include a publicly accessible building entrance.			X	
14	All eligible costs are for improvements to the structure and comply with City of Tomah Municipal Ordinance and the Downtown Design Standards Handbook (Section 52-42 of the Zoning Ordinance).	X			
15	Renovations have not previously approved by the City of Tomah	X			
16	Renovations have not started prior to receiving final approval of the grant request.	X			
	List of Eligible Costs				
	Restoration of documented historic elements				
	Masonry repair, tuckpointing, and cleaning				
	Balconies and decks				
	Doors and entrances				
	Window repair or replacement				
	Painting				
	Business signage				
	Awnings				
	Lighting				
	Murals				
	Professional installation and labor costs				
	Professional design services				
	Ineligible Expenses				
	Roofing or roof repairs				
	Tinted windows				
	Electric signs				
	Security systems				
	Paving				
	Landscaping				
	New building construction				
	Land Acquisition				
	Operating equipment				
	Furnishings				
	Inventory				
	Operating expenses				

BANK LETTER



**TAX INCREMENT FINANCING
DEVELOPMENT INCENTIVES**

APPLICATION - FACADE IMPROVEMENT Grant PROJECT
(TID 8 ONLY)

Application ID: 1 (Year) - **2025** (#) to be completed by City staff upon submittal

Please complete and submit the following information to the City Administrator, or designee, for a more detailed review of the feasibility of your request for Tax Incremental Financing (TIF) assistance. The application is comprised of five sections: (A) Applicant Information, (B) Property Information, (C) Project Information, (D) TIF Request, (E) Budget/Financing Strategy, and (F) Applicant Certification and Acknowledgement. Where there is not enough room for responses provided, please use an attachment. Where questions do not apply, mark NA (not applicable). Applicants are encouraged and may be required to submit additional information such as lease agreements, site plans, environmental studies, market studies, business plans, construction cost estimates, business or personal financial statements to be included for review and consideration.

The official TIF assistance review process begins when the City Administrator, or designee, has verified this application is complete, and the \$200 application fee has been paid. Please review the 2024 TIF Manual prior to submitting your application.

A. APPLICANT INFORMATION

Applicant: Troy Gilson Phone: 608-343-3443
Applicant Address: 1130 Charles Drive, Tomah - 1206 Superior Ave
Business Name: The Crow Bar
Property Owner: Troy Gilson Phone: 608-343-3443
Property Owner Address: 1130 Charles Drive
Lease Terms: _____

Is any owner, member, stockholder, partner, officer or director of any previously identified entities, or any member of the immediate family of any such person, an employee or elected official of the City of Tomah? No Yes

If yes, give the name and relationship of the employee: _____

B. PROPERTY INFORMATION

Site/Property Address: 1206 Superior Ave Parcel Number: _____
Existing Mortgage Holder: CCF Existing Zoning: _____

Most recent total equalized assessed valuation (EAV)

\$ 365,000 Land \$ _____ Improvements \$ 365,000 Total

CITY OF TOMAH TAX INCREMENTAL FINANCING - FACADE IMPROVEMENT PROJECT APPLICATION

Will a zoning change be requested? No Yes If yes, indicate new zoning: _____

Identify other approvals, permits, or licenses your project may need: _____

C. PROJECT INFORMATION

Include any plans or illustrations prepared for the project, if available. Definition of Project Scope:

Replace existing awning that is broke and ripped with a new one with lights inside awning

Have an appt with laCrosse sign company set up for 12-4-24 to discuss

Construction Start Date: April 15th 2025

Construction Completion Date: May 1 2025

D. TIF REQUEST

State the total amount of TIF assistance being requested: \$ 10K (minus 2500) so total \$7500

State the need and justification for TIF assistance. Explain how the applicant intends to demonstrate compliance with the "but for" test. Substantiate that other alternative methods of financing have been thoroughly explored.

Need to get a working awning to improve function and look of downtown facade

E. PROJECT BUDGET AND FINANCIAL STRATEGY

7020

Project Costs	Amount	Source(s) of Financing
<i>(List Individual Project Elements, demolition, signs, etc.)</i>	\$	
2' x 10' x 4' projection	\$	
aluminum tubular frame	\$	
sunbrella acrylic fabric	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
<i>(Soft Costs: planning, design, etc.)</i>		
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Total Project Costs	\$ 7020	TIF + business cash

Budget source: Developer Architect Contractor Other _____

Sources of Financing	Amount	Percent of Total Costs
TIF	\$ 5265	75 %
Equity	\$	%
Loans	\$	%
Other Grants (Non-City Sources)	\$	%
Other (please specify)	\$	%
	\$	%
	\$	%
Total Project Costs	\$	100.0 %

Other Grant Sources (Non-City Sources): _____

Application Status: _____

Estimated Likelihood of Award: _____ % Date of Grant Announcement: _____

F. APPLICANT CERTIFICATION AND ACKNOWLEDGEMENT

I acknowledge being informed that the City of Tomah (City) will, upon request by a member of the public or in the course of reporting its activities to the public, disclose the names of individuals requesting Tax Incremental Financing (TIF), the amount of TIF requested, state/federal programs used, if any, and the development impact of the TIF requested (e.g. jobs created, tax base impact and total project investment). I have been assured by the City, and I understand, that other financial information provided by me in connection with this application or with assistance from the City, if any is given (including, but not necessarily limited to business and personal financial statements, business operating statements, data on historical and projected future sales or other aspects of business performance, and business plans) will, to the extent permissible by law, and except for use in collection proceedings, if any, be treated as confidential. This will confirm that I have relied upon such assurance by the City in providing financial information to the City, and that, but for such assurances, such information would not be provided.

I certify that the information contained in this application is, to the best of my knowledge, true and correct. I authorize the City or its agents to verify the information provided in this application and to obtain additional information concerning the applicant(s) financial condition (although the City may rely on this information without any further verification). I agree to notify the City, in writing, of any changes that materially affect the accuracy of this statement.

I certify through signing the TIF application that the final form and amount of grant assistance the City offers may differ from that requested. The form and amount of grant assistance shall be finalized through the execution of an agreement.

I certify that financial and project assurances will be required as part of the final Agreement to be negotiated with the City upon preliminary approval of this application. All terms and obligations of the City and the applicant shall be finalized through the execution of an Agreement.

I certify, by signing and submitting this application, that denial of the application or failure to reach agreement with the City on an Agreement shall not entitle the applicant to a refund of the application fee or any amounts of the retainer used in the review of the application.

Applicant Troy Gilson / Crow Bar Title Co Owner

Signature [Handwritten Signature] Date 12-29-24

Return To:
City of Tomah
Attn: City Clerk
819 Superior Ave.
Tomah, WI 54600
P: 608-374-7420

1450 Oak Forest Drive
P.O. Box 187
Onalaska, WI 54650
Phone (608) 781-1450
Fax (608) 781-1451



La Crosse Sign Group

PROPOSAL

Proposal No. 127755

Date: 01/07/25

<i>Proposal Submitted To:</i> CROW BAR 1206 SUPERIOR AVE TOMAH, WI 54660	<i>Phone:</i>	<i>Fax:</i>
	<i>Job Name and Address:</i> CROW BAR 1206 SUPERIOR AVE TOMAH, WI 54660	

La Crosse Sign Group to provide the following upon acceptance of this proposal: Awning

One shed style awning.
 Size: 4' high x 10' long x 4' projection.
 Construction: 1" x 1" tubular aluminum with welded construction.
 Fabric: Sunbrella Acrylic Fabric
 Color: black and white striping on top and all black on sides and sign panel.
 Copy: The Crow Bar in white.
 No egg crate on bottom and no down lighting.

The old awning to be removed and disposed of and the new awning installed.

Installed price \$ 7,020.00

Customer Initials: _____

TERMS AND CONDITIONS

Proposal No. 127755

Date: 01/07/25

Payment & Pricing:

Payment Terms: With approved credit, 50% down payment on the contract price at the time this Contract is signed by the Customer. The balance of contract price due upon completion. If the final invoice is not paid in full within thirty (30) days from the date of the invoice, then Interest shall accrue on the unpaid balance until paid in full at the monthly interest rate of 1.5%.

Credit Card Fees: All credit card payments will be subject to a 3% fee charged to the Customer by LSC. Check and Cash will have no additional surcharge.

Pricing: The contract price may be subject to adjustments after acceptance of final project specifications, performance and completion of the initial site survey, and acceptance of artwork. The contract price does not include: (i) applicable tax, permit or permit acquisition fees, all of which shall be paid by the Customer, (ii) labor and material costs for any new primary electrical runs if required, (iii) any additional service work or material beyond what is specified in the estimate/quotation. DUE TO THE VOLATILITY OF RAW MATERIALS, PRICING IS SUBJECT TO REVIEW IF NOT ACCEPTED WITHIN 10 DAYS. QUOTATIONS: Price quotations are not binding beyond 10 days unless mutually agreed. Clerical errors are subject to correction by LSC.

NOTICE OF LIEN RIGHTS: YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION ON YOUR PROPERTY DESCRIBED ON THE REVERSE SIDE HEREOF MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDINGS IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE LA CROSSE SIGN CO., INC., ARE THOSE WHO CONTRACT DIRECTLY WITH YOU OR THOSE WHO GIVE YOU IDENTIFICATION NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. LA CROSSE SIGN CO., INC. AGREES TO COOPERATE WITH THE CUSTOMER AND THE CUSTOMER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Taxes & Permits:

Taxes: Customer shall pay all taxes and other charges imposed by any governmental authority upon the production, sale, use or shipment of the products sold hereunder. Price quotations do not include taxes or other charges, unless specified.

Permits: Customer is responsible for all permit costs. Permits, permit acquisition fees and taxes will be added to the final invoice to be paid by Customer.

Warranty & Liability

Limited Warranty and Limitation of Liability: LSC warrants the products sold and labor provided are free from defects in material and workmanship, subject to reasonable commercial variations. All products are sold and labor provided with the understanding that the Customer has independently determined the suitability of the products for its purposes. Should any failure to conform to this warranty appear, and Customer gives LSC notice of the defect within two (2) years from the date of the final completion of LSC work hereunder at the project site, then LSC shall, upon proper notification hereunder and substantiation, repair or replace the product sold as determined by LSC. Any claims for which notice of defect was not given as required above, are deemed waived. **LSC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR THE LABOR, MATERIALS AND PRODUCTS, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ALL OF WHICH ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY, AND LSC'S OBLIGATION SHALL NOT EXCEED ITS OBLIGATION SET FORTH IN THIS WARRANTY.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon orders, and will become an extra charge over and above the estimate. It is also agreed that if any unforeseen extra costs, such as other than ideal excavating conditions, are encountered, such extra costs will be added to this estimate on a time and material basis. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance to cover his own properties. Our workers are covered by Worker's Compensation and Public Liability insurance.

Completion: Unless otherwise mutually agreed, this Contract is accepted on the basis that time of completion is not of the essence.

Indemnification: LSC shall not be liable for any claims, suits, losses, expenses, attorney fees, injuries or damages sustained by Customer or any other person or entity at the project site unless such claims, injuries or damages are caused by the acts or negligence of LSC. Customer shall defend, indemnify and hold harmless LSC, along with all of their respective directors, officers, agents, employees, parents, affiliates, subsidiaries, partners, representatives, heirs, successors and assigns (collectively the "Indemnitees") from and against all actions, penalties, assessments, fines, actions by governmental authorities, suits, demands, liabilities, claims, damages, costs, losses and expenses, attorney's fees and costs, which arise out of, incurred in connection with, or are in any way work performed by LSC pursuant to this Contract unless such loss, damage or injury is caused by the negligence or intentional acts of LSC.

Customer Initials: _____

TERMS AND CONDITIONS

Proposal No. 127755

Date: 01/07/25

Changes in Work: If the Customer requests any modification or additions to the work set forth in this Contract, the contract price shall be adjusted accordingly. Except as otherwise stated herein, modifications or additions to the work shall be executed in writing, signed by the Customer and LSC, with the change in the contract price set forth in the written document. Any written documentation setting forth additions or changes in the work shall be incorporated and become a part of this Contract.

Responsibilities of the Parties: LSC shall notify the Customer of physical conditions at the project site that differs materially from those indicated in this Contract or unknown conditions differing materially from those originally encountered and generally recognized as inherent in work provided herein. Any expense incurred by LSC due to such conditions shall be paid by Customer as additional work. Customer is responsible for the removal and protection of any personal property and LSC is not responsible for damages to such property, unless such damage is caused by the intentional acts or negligence of LSC.

Delays: LSC shall not be responsible for delays for the following reasons: failure of issuance of all necessary permits, disbursement of funds held in escrow, acts of neglect or omissions of the Customer, additions or modifications to the original work by Customer, inability to obtain materials from suppliers, acts of God, weather conditions, failure of Customer to make payment, delays or changes caused by government agencies, acts of contractors, holidays, or other delays beyond the LSC's reasonable control.

Work Stoppage: LSC shall have the right to stop work if any payment is not made by Customer when due. This remedy is in addition to any other right or remedy available to the LSC at law or in equity. Customer's failure to pay the LSC constitutes a material breach of this Contract. Customer acknowledges that delays due to stopping and starting the work shall be treated as additional costs, which the Customer agrees to pay the LSC. LSC shall have the right to terminate this Contract in its entirety if Customer defaults or breaches any of the provisions set forth in this Contract.

Severability. The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions are omitted.

Governing Law: This Contract shall be governed under the laws of the State of Wisconsin. Any controversy or claim arising out of or relating to this Contract shall be settled in a court of competent jurisdiction in La Crosse County, Wisconsin.

General Provisions: These Terms and Conditions, along with any exhibits, estimates, quotations, written amendments or additions hereto constitutes the entire agreement between the parties (collectively referred to herein as the "Contract"). This Contract is binding upon the parties hereto, their heirs, successors, and assigns. Customer agrees to pay all expenses incurred by LSC for collection of the amounts owed by Customer hereunder and to enforce the terms of this Contract, including reasonable attorney's fees and costs.

ACCEPTANCE

LSC is hereby authorized to furnish all the materials, equipment, and labor required to complete the work described herein and in the attached exhibits or addenda, for which the undersigned agrees to pay contract price and other charges stated herein and be bound by the terms and conditions set forth herein and including the attached exhibits or addenda.

CUSTOMER

LSC

By: _____

La Crosse Sign Co., Inc.

Date: _____

By:
Title: Authorized Representative

Date: _____

Note: This proposal may be withdrawn by us if not accepted within 10 days.
WI. BUILDING CONTRACTOR REGISTRATION #1104371

SITE PREPRATION, EXPECTATIONS & EVALUATION

Proposal No. 127755

Date: 01/07/25

Access: Please have the project site cleared for LSC's equipment. Depending on the size of project, LSC could take up an area for an entire day. Your project may require up to three trucks, cranes, and/or trailers on site.

Site Contact Information: Provide a contact who will be onsite on the day of installation. This person should be able to make decisions during the install:

Name _____

Phone _____ Email _____

A/P Contact Information: Provide a contact to whom invoices should be sent to. This person will be responsible for payments per proposal terms.

Name _____

Phone _____ Email _____

Digital display: Fill out the attached account information and return. You will need to complete the training and programming of your display prior to install. If the account has not been created, no content will show on the display. It is our intent to have your display showing content before we leave the site.

Lawns and Landscape: LSC is not responsible for damage incurred to lawns and landscaped areas. LSC takes every precaution to protect lawns and landscaping. However, LSC may have to drive onto your lawn or work around landscaping to complete the project in a safe manner which could damage lawn and landscaped areas.

Electrical: LSC is not a licensed electrician. A licensed electrician will need to supply power to the sign location. Electrical costs are not included in this Contract unless expressly stated and Customer shall be responsible for paying said costs.

Name _____

Phone _____ Email _____

Sign Permit: The production of your sign will not begin until appropriate permits have been approved. All lead times and schedule of work begins after permits have been approved.

Daily Operations: Installation may interrupt business operations. LSC will always seek to accommodate your daily business operations. Be prepared for noise, interruptions and our technicians to be working in and around your building throughout the day.

Underground Utilities: It is La Crosse Sign's obligation to have public underground utilities marked and located prior to digging. Customer is liable for any and all costs or damages incurred as a result of lack of marking any private underground utilities (such as in ground sprinkler systems, etc.)

Underground Obstructions & Environmental: If while digging to install signage, we encounter a soil condition that is unusual or an obstruction that will require additional time or equipment, that will be billed to the Customer as time and material and shall be paid by Customer in addition to the contract price and other charges hereunder. Proposal assumes the use of standard equipment and that soil conditions are clear from bedrock or obstructions for the engineered depth required.

The entire La Crosse Sign Team will work together to make this process run as smoothly as possible with the least amount of inconvenience to you and your business.



This project is property of La Crosse Sign Group and may not otherwise be used without permission. It is the property of La Crosse Sign Group and must be returned to them upon request.

Client

The Crow Bar
1206 Superior Ave
Tomah, WI 54660

Project

A - Awning

Consultant James Fuchsel
Design Art Chris Clark

Awning Specifications

- Shed Type
- 4'x4'x10'
- 10" Sign Band
- New Frame and Fabric
- Flush Mount to Brick
- Black and White Fabric

Area
- 40 sqft

Color Key

- 1 Black
- 2 White
- 3
- 4
- 5

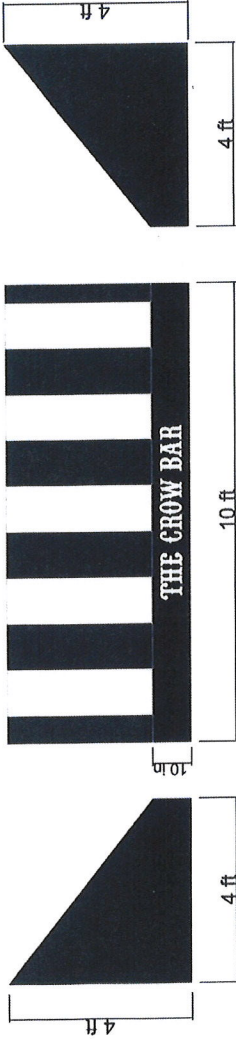
Job Number
127755

Creation Date
12-23-2024

Revision Date **Revision Number**

File Path

C:\Users\clarkc\La Crosse Sign Company\Job Files - Documents\CROW BAR\TOMAH\127755-Awning\Design



Approved by: _____ Date: _____ Landlord: _____ Date: _____

Design Artwork not for Production

*Colors on sketch are only a representation, actual color of finished product may differ from this sketch.
*To make the best use of standard sized materials and control costs the size of the finished product may vary slightly.



03/08/2025

CCF Bank
1500 North Superior Ave
Tomah, WI 54660

The Crow Bar, LLC
1206 Superior Ave
Tomah, WI 54660

Re: Confirmation of Account:

Dear Troy,

Your account ending in [REDACTED] for the Crow Bar, LLC was established July 2012. The current balance as of today's date is \$8,740.24.

Let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Kelly", is written over a white rectangular area. The signature is stylized and cursive.

Joe Kelly

Branch Lead

Procedure for recommendations on actionable items to the City Council/Committee of the Whole

Recommendations should come to the SET from all boards, commissions and committees, with the exception of the Committee of the Whole.

Staff report approved or draft minutes from the meeting in which the recommendation was made, should be provided with the recommendation. Those recommendations need to be forwarded to the SET by the 1st Tuesday of the month. The SET will review, and either request more information or forward onto the Committee of the Whole or the City Council with the reviewed documents.

Department Head to communicate to their boards, commissions, committees and Council.

Recommendation from:	Parks and Recreation Director
Minutes/staff report attached	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Budget account:	Donation from Kindness Community Inc. Recreation donations account.
Staff responsible for implementation:	Parks and Recreation/The Surf Shack LLC.
Economic impact:	Providing a recreational activity for citizens and visitors on Lake Tomah.
Zoning/rezoning issues:	
Supports organizational goals	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Questions from SET:	
Grants pursued/opportunity pursued:	Donation from Kindness Community Inc, will cover the cost of the program.
Reviewed by SET	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Initialed by:  Date: 11 MARCH 2025

STAFF COMMITTEE PREPARATION REPORT

Agenda Item: Concessions agreement for kayak rental program at Winnebago Park.

Summary and Background Information:


See attached concessions agreement and proposal summary.

Winnebago Park Self Service Kayak Rental Program: Dir Protz reported that the Lake Committee is in favor of a kayak rental program but not in a position to tackle the project financially or able to oversee it. A more affordable program (Surf Shack LLC, \$4800 initial investment required with revenue sharing of 10%) was reviewed (as compared to the program originally proposed with initial investment of \$20,000 with 50% revenue sharing). All hands-off operation. Motion by Scholze, second by Peterson, to move forward with the self-serve kayak rental unit from Surf Shack. Motion carried.

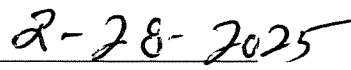
(Appropriate Documentation Attached)

Recommendation:

Review concessions agreement and act on request.



Department Head/Director



Date

Committee: Committee of the Whole and/or Common Council

Meeting Date(s): March 17th, 2025

CONCESSION AGREEMENT

This Concession Agreement (hereinafter referred to as the "Agreement") is made and entered into as of this 10th day of February 2025 by and between the **City of Tomah – Parks and Rec Department** (hereinafter referred to as the "Department") and **The Surf Shack LLC** (hereinafter referred to as the "Concessionaire"). Joe Protz (Director) shall be the primary representative of the Department in the management of this agreement. The primary representative of the Concessionaire is Nathan Olson (Owner).

RECITALS

WHEREAS, the Department owns and operates multiple parks, including the Winnebago Park, located 1020 Brandon St, Tomah, WI 54660, hereinafter referred to as the Park; and

WHEREAS, Concessionaire desires to provide and operate a self-serve concession stand at the Park for the purpose of renting kayaks to the Park patrons; and

WHEREAS, the department is willing to permit the Concessionaire to provide and operate a concession stand at the Park in accordance with and subject to the limitations set forth in this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, the parties agree as follows:

1. **Term:** The term of this agreement shall be from the date of execution of this agreement to December 31st, 2029. During this term the Department grants to the Concessionaire the right to operate the concession at the Park in exchange for the concession payment provided herein. Except as provided herein, the Agreement shall terminate on the date above and the Concessionaire shall relinquish all claims and rights regarding the concession at the Park at that time. The terms of this Agreement may be renegotiated at any time by mutual consent of both parties
2. **Location:** The concession will be located on those portions of the Park described in Exhibit "A" (hereinafter identified collectively as the "premises") which is attached and made a part of this Agreement. Exact location to be determined by the Department.
3. **Concessionaire Service:** Concessionaire shall offer for rent the use of kayaks. Concessionaire to provide all operation services required including customer service phone line and maintenance.
4. **Hours of Operation:** The concession shall be in operation on a daily basis from at least Memorial Day weekend through Labor Day weekend each year. Concessionaire will, to the best of their ability, extend season operation outside these dates as weather permits. Hours of operation will be no earlier than sunrise to no later than sunset each day.
5. **Non-Competitive:** The Concessionaire agrees that the Department has the right to license, or issue permits for external concessions. Except as provided above, the Department agrees that it shall not knowingly permit any new concessions, either for-profit or non-profit, to directly compete with the Concessionaire within the Park.

6. **Signage/Advertising:** The Department must authorize in writing any use of signs or advertising or display materials relating to the concession and displayed on the Premises (aside from posted instructions). All signs or advertising issued or used by the Concessionaire shall be paid for by the Concessionaire. and shall clearly identify the Park as the property of "City."
7. **Compliance:** Concessionaire agrees to conduct its business and to operate the same in compliance with all health codes, safety standards and other applicable laws, ordinances and regulations, and to obtain all necessary City, State, and Federal Licenses, permits and tax numbers, as required to conduct such operations. Concessionaire further agrees to pay any and all income taxes, sales taxes and other taxes which may be due or become due in connection with Concessionaire's business. Concessionaire shall train, diligently and appropriately screen, and closely supervise all concession employees, vendors and salespersons so they are aware of and adhere to all terms and conditions of this Agreement and all applicable laws, rules and regulations of the State of Wisconsin, City of Tomah, and Monroe County.
8. **Premises and Equipment Upkeep:** The Concessionaire will maintain and keep up all structures and all surrounding ground areas of the Premises, and in particular in the rental areas, in good repair, and in a clean, neat and sanitary condition during weekly maintenance visits. The high standards of maintenance and upkeep of the Premises for a clean, neat and sanitary condition shall include but not limited to: weed trimming around rental station; removal of trash and obstructions; and repair of equipment. Equipment will be inspected, maintained, and replaced if deemed necessary by the concessionaire.
9. **Temporary Closure:** If the Department determines that an emergency exists, the Department may order the concession to be temporarily closed. Closures for severe emergencies such as flooding or storm damage may require that the Department close the concession for an extended period. Any closure of the concession by the Department for a period of 15 days or longer for emergency purposes during a period between Memorial Day and Labor Day shall permit the Concessionaire to request re-negotiations with the Department on the percentage fee to be paid to the Department for that calendar year. The department shall agree to negotiate in good faith in such circumstances.
10. **Concession Payments:** The Concessionaire agrees to pay a percentage of the gross annual revenues collected from this concession to the Department. These payments shall be made on or before April 1st of the following year. For the purposes of the Agreement "gross annual revenues" are all revenues collected by the Concessionaire for sales of goods and services, rental of equipment, and booking of activities at the Park, excluding sales taxes collected and credit card transaction fees. Concessionaire shall maintain documentation of all such gross annual revenues and provide the Department with copies along with the concession payment calculation and check. The Department acknowledges that the Concessionaire may have operations at other locations other than the Park detailed in this Agreement and the Department is not entitled to any portion of revenues collected from those operations. During the term of this Agreement the percentage of the gross annual revenues paid to the Department by check as follows:

Term: 10%

11. **Independent Contractors:** Concessionaire is an independent contractor and shall not be considered an employee, officer or agent of the Department. Concessionaire shall hire and employ such persons as Concessionaire deems necessary to provide adequate concession services and shall retain the right to exercise full control and supervision of all such persons assisting Concessionaire in the performance of services hereunder. Concessionaire shall be solely responsible for all matters relating to payment of its employees including workers compensation, social security and income withholding, and all other regulations governing such matters.
12. **Assignment:** Concessionaire shall not sub-contract or otherwise assign, delegate or transfer the rights, duties and services to be performed under this Agreement, or any part hereof, without the prior written consent of the Department.
13. **Seller's Permit:** The Concessionaire shall obtain and hold a seller's permit if necessary and comply with all sales tax requirements under current Wisconsin law.
14. **Termination** Either party shall have the right to terminate this Agreement upon 30 days prior written notice provided to the other party. Upon termination of this Agreement for any reason, the Concessionaire shall promptly remove all of Concessionaire's personal property and leave the premises in a clean and orderly condition. Any property or improvements remaining at the end of the 30 day termination period shall be considered abandoned property and shall be disposed of by the Department as it sees fit. Upon termination, Concessionaire shall be required to pay any and all amounts then due and owing to the Department under the terms of this Agreement. Any initial startup fee (see proposal) paid by the Department shall be partially reimbursed by the concessionaire in an amount proportional to the full years left in the agreement divided by the full term of the agreement.

Reimbursement Amount = Startup Fee * (Full years remaining in agreement/Agreement term)

15. **Insurance:** Concessionaire agrees to obtain and maintain, at Concessionaire's sole cost and expense, comprehensive general liability insurance coverage to insure against all claims which arise from the operation or performance of Concessionaire's activities pursuant to this Agreement with single limit coverage applying to bodily and personal injury liability and property damage of not less than \$1,000,000 per occurrence. This policy shall contain an endorsement listing the Department, its officers, employees, agents and representatives as additional insured, shall be submitted to the Department upon execution of this Agreement. Concessionaire shall also obtain worker's compensation insurance, or a waiver of such insurance, in accordance with Wisconsin law. Concessionaire shall maintain any casualty or other insurance deemed desirable by Concessionaire to protect Concessionaire's personnel, property and equipment placed or utilized at the Park.
16. **Indemnity:** Concessionaire agrees to indemnify, hold harmless and defend the Department, its officers, agents, and employees from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorney's fees, however caused, arising out of or resulting from the operations, acts or omissions of the Concessionaire, its employees, officers and agents, in performance of Concessionaire's services and obligations under this Agreement. The Department agrees to indemnify, hold harmless and defend the Concessionaire, its officers, agents, and employees from and against any and all loss,

liability, expense, claims, costs, suits and damages, including attorney's fees, however caused, arising out of or resulting from the operations, acts or omissions of the Department, its employees, officers and agents, in performance of Department's services and obligations under this Agreement. Provided, however, it is expressly agreed that Department shall have no duty to protect Concessionaire's personnel, property and/or equipment placed or utilized at the Park and shall indemnify and hold Department harmless for any and all damages arising out of the operation or performance of Concessionaire's activities pursuant to this agreement.

17. **Included in this Agreement:** In this Agreement, the Concessionaire includes respective employees, officers, members, directors, agents, servants, contractors, representatives, partners, assignees and successors. If the Concessionaire ceases to exist in fact or by law, the Department may immediately terminate this Agreement and, without waiving any remedy available to it, perform the duties under this Agreement.
18. **Additional Contract Documents:** In accordance with the terms outlined herein, both parties hereby agree to incorporate the proposal titled "Proposal Summary, Self-Serve Kayak Rentals at Winnebago Park – Tomah, WI" and dated 8/5/2024 (hereinafter referred to as "the Proposal") into this contract as an integral component thereof. The Proposal shall remain binding and enforceable to the extent that its terms are consistent with this contract. Any conflicts or inconsistencies between the terms of this contract and those of the Proposal, the terms of this contract shall supersede and govern, to the extent necessary to resolve such conflicts or inconsistencies. This incorporation of the Proposal shall serve to further clarify the rights, obligations, and responsibilities of each party under this agreement.
19. **Other Agreements Superseded:** This Agreement shall constitute the entire Agreement and previous Agreement communications or Agreements pertaining to this Agreement are hereby superseded. Any contractual revisions including cost adjustments and time extensions must be made by an amendment to this Agreement or other written documentation, signed by both parties at least 30 days prior to the ending date of this Agreement. The Concessionaire shall notify its insurance company and its surety, if any, of any amendment.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed as of the day and year first above written.

Department – City of Tomah – Parks and Recreation Department

By: _____

Its: _____

Concessionaire – The Surf Shack LLC

By: _____

Its: _____

Exhibit A



Image 1: Map showing approximate rental stand location.

Proposal Summary

Self-Serve Kayak Rentals at Winnebago Park – Tomah, WI

Submitted by: The Surf Shack LLC/Instapaddle.com

Prepared by: Nathan Olson (owner)

Date: 8/5/2024

Overview

The Surf Shack LLC has proposed the addition of our self-serve kayak rental station at Winnebago Park in Tomah, WI. Everything is owned and operated by The Surf Shack. A startup fee of \$4,800 will be required from the city for the five-year operation agreement. The Surf Shack also provides insurance, maintenance, and 10% of sales paid back to the City.

Cost

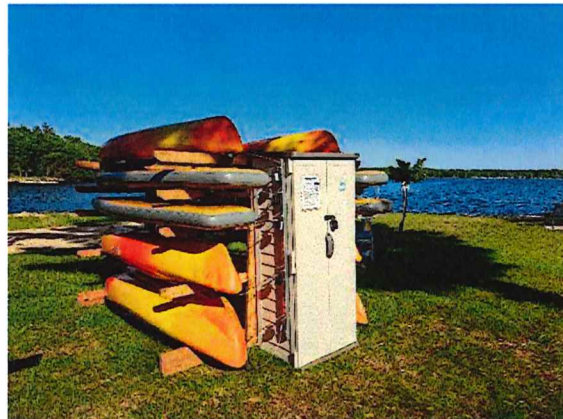
- Startup fee of \$4,800 for set up and operation of 6-kayak rental station during a five-year operation agreement. This payment helps alleviate the initial financial burden and allows us to focus on operation needs of the rentals.

Revenue Sharing

- 10% of sales paid to City of Tomah at the end of each season. If the rental station is successful, then the city can share in that success!

The Rental Station

- Self-serve model. Accessed via smartphone. Instructions are posted at the rental station that direct customers to **Instapaddle.com**. From there, customers are able to sign a waiver, select the equipment, and pay online. Once payment is accepted, they are granted access via unique pin codes that are displayed on their account. These pin codes allow the user to unlock the equipment.
- Rental station consists of a kayak rack and an equipment locker.



- Accessible – design allows for all around access to kayaks making retrieving and returning equipment easy.
- Adaptable – Rack can allow for longer tandem kayaks, canoes, and even stand up paddle boards.
- Affordable – Economical design provides a budget friendly option.
- Open every day from at least Memorial Day to Labor Day weekend from sunrise to sunset.
- Removed seasonally.
- All electronics and hardware are self-contained so there are no power or other utilities needed.
- Kayaks are durable and high-quality Old Town brands. Initial proposal includes 6 kayaks (2 tandem, 4 singles) with room to expand and include stand up paddle boards as well.
- Life Jackets and paddles are provided in the equipment locker. Life jackets are offered in multiple sizes to accommodate all users.

Operations

- All management and operation of the rental station provided by The Surf Shack LLC.
- Weekly maintenance and inspection. (Weed trimming around station included)
- 24/7 customer service line.
- Set up in early spring and removal in the fall. (Exact timeline approved by City).

Site

- Proposed location is near kayak launch at Winnebago Park.
- No power or utilities needed.
- City may elect to install woodchips at site if desired (though not required). (Weed trimming is part of weekly maintenance).
- Approximate footprint of one rental station is 8' x 14'.



Insurance

- General Liability Insurance of \$1,000,000
- The City and staff covered as additional insured under our policy.

Requirements from City/Parks

- Startup fee described above.
- Concession Agreement allowing The Surf Shack to operate on the premises.
- Location near water with easy access. No pavement or gravel between rental station and launch area is preferred.

Conclusion

Our self-serve kayak rental stations add value to parks by providing a convenient and accessible way for everyone to enjoy the water. By providing all the management, maintenance, and an affordable rental station, we hope to make it an easy decision to proceed with our self-serve kayak rentals!

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:	2025	\$3,034,725.88	Check #'s:	146551	146718
2. Payroll:		\$321,458.49	Dir Dep #'s:	9305044	9305297
3. Wire/ACH Transfers:		\$875,366.78			
4. Invoices:		\$2,948.59			
Total:		<u>\$4,234,499.74</u>			

Mayor

Clerk

Requested by: Finance Department

Submitted by: Committee of the Whole

March 17, 2025

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
146551										
02/25	02/12/2025	146551	454	MONROE CO TREASURER	ENVELOPES	1	01-51520-3100	.00	360.00	360.00
Total 146551:								.00		360.00
146552										
02/25	02/12/2025	146552	454	MONROE CO TREASURER	FEB 2025 SE	1	09-24400	.00	1,047,411.49	1,047,411.49
Total 146552:								.00		1,047,411.49
146553										
02/25	02/12/2025	146553	637	TOMAH AREA SCHOOL DISTRIC	FEB 2025 SE	1	09-24600	.00	1,450,698.67	1,450,698.67
Total 146553:								.00		1,450,698.67
146554										
02/25	02/12/2025	146554	728	WESTERN TECHNICAL COLLEG	FEB 2025 SE	1	09-24600	.00	253,425.56	253,425.56
Total 146554:								.00		253,425.56
146555										
02/25	02/13/2025	146555	30	ALLIANT ENERGY/WPL	1025100000	1	01-55200-2210	.00	47.29	47.29
02/25	02/13/2025	146555	30	ALLIANT ENERGY/WPL	5730840000	1	01-55200-2210	.00	75.03	75.03
02/25	02/13/2025	146555	30	ALLIANT ENERGY/WPL	6301650000	1	01-55200-2210	.00	18.42	18.42
02/25	02/13/2025	146555	30	ALLIANT ENERGY/WPL	9303554588	1	01-55200-2210	.00	29.10	29.10
Total 146555:								.00		169.84
146556										
02/25	02/13/2025	146556	2431	AT&T MOBILITY - FIRE DEPT.	2873030555	1	01-52200-2230	.00	197.04	197.04
Total 146556:								.00		197.04
146557										
02/25	02/13/2025	146557	96	BOUND TREE MEDICAL LLC	85653529	1	03-52300-3402	.00	1,887.48	1,887.48
Total 146557:								.00		1,887.48

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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
146558										
02/25	02/13/2025	146558	2740	COLIN MELTESEN	TAX OVERP	1	01-24412	.00	523.40	523.40
Total 146558:								.00		523.40
146559										
02/25	02/13/2025	146559	2194	GOODYEAR COMMERCIAL TIR	1281158333	1	01-53311-3501	.00	530.08	530.08
Total 146559:								.00		530.08
146560										
02/25	02/13/2025	146560	387	LARKIN'S GMC INC	88798	1	03-52300-3500	.00	2,493.74	2,493.74
02/25	02/13/2025	146560	387	LARKIN'S GMC INC	88909	1	03-52300-3500	.00	100.90	100.90
Total 146560:								.00		2,594.64
146561										
02/25	02/13/2025	146561	2328	LYNX NETWORKS	897700 02.2	1	12-55500-2230	.00	169.54	169.54
Total 146561:								.00		169.54
146562										
02/25	02/13/2025	146562	442	MISSISSIPPI WELDERS SUPPL	515918	1	03-52300-3400	.00	58.26	58.26
Total 146562:								.00		58.26
146563										
02/25	02/13/2025	146563	444	MODERN DISPOSAL SYSTEMS	500 177359	1	01-53635-2900	.00	5,206.53	5,206.53
Total 146563:								.00		5,206.53
146564										
02/25	02/13/2025	146564	499	OAKDALE ELECTRIC COOPERA	30198001 02	1	01-53420-2900	.00	328.00	328.00
02/25	02/13/2025	146564	499	OAKDALE ELECTRIC COOPERA	30198002 02	1	01-53420-2900	.00	45.00	45.00
Total 146564:								.00		373.00
146565										
02/25	02/13/2025	146565	538	QUILL CORPORATION	42607517	1	03-52300-3100	.00	307.97	307.97

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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 146565:								.00		307.97
146566										
02/25	02/13/2025	146566	569	SAFE-FAST INC	INV303503	1	01-53311-3409	.00	44.50	44.50
Total 146566:								.00		44.50
146567										
02/25	02/13/2025	146567	1732	TELEFLEX LLC	9509560626	1	03-52300-3402	.00	665.00	665.00
Total 146567:								.00		665.00
146568										
02/25	02/13/2025	146568	721	WE ENERGIES	0707349941-	1	01-55200-2200	.00	641.91	641.91
02/25	02/13/2025	146568	721	WE ENERGIES	0712259790-	1	01-55401-2200	.00	1,486.42	1,486.42
02/25	02/13/2025	146568	721	WE ENERGIES	0715711655-	1	01-55401-2200	.00	1,894.89	1,894.89
Total 146568:								.00		4,023.22
146591										
02/25	02/20/2025	146591	2131	3RT NETWORKS	CW37009	1	01-51450-2900	.00	4,710.75	4,710.75
02/25	02/20/2025	146591	2131	3RT NETWORKS	CW37011	1	01-51450-2900	.00	3,340.00	3,340.00
Total 146591:								.00		8,050.75
146592										
02/25	02/20/2025	146592	2602	ABBY VANS INC.	23097	1	11-53520-3400	.00	96,704.41	96,704.41
02/25	02/20/2025	146592	2602	ABBY VANS INC.	23097	2	11-46350	.00	20,965.00-	20,965.00-
Total 146592:								.00		75,739.41
146593										
02/25	02/20/2025	146593	2346	ACE HARDWARE (FIRE)	629089	1	01-52200-3400	.00	17.99	17.99
Total 146593:								.00		17.99
146594										
02/25	02/20/2025	146594	2621	ALLIED COOPERATIVE	3212171	1	01-53311-2900	.00	49.78	49.78

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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 146594:								.00		49.78
146595										
02/25	02/20/2025	146595	34	ALLSTATE PETERBILT OF TOM	5204233360	1	01-53620-3502	.00	646.80	646.80
Total 146595:								.00		646.80
146596										
02/25	02/20/2025	146596	83	BEST EXPRESSION INC	#025094	1	05-52110-3400	.00	1,613.03	1,613.03
Total 146596:								.00		1,613.03
146597										
02/25	02/20/2025	146597	2177	BOGIE ENTERPRISES INC	25-0024964	1	01-53620-3500	.00	8,659.07	8,659.07
Total 146597:								.00		8,659.07
146598										
02/25	02/20/2025	146598	96	BOUND TREE MEDICAL LLC	85655121	1	03-52300-3402	.00	407.99	407.99
02/25	02/20/2025	146598	96	BOUND TREE MEDICAL LLC	85656975	1	03-52300-3402	.00	135.00	135.00
02/25	02/20/2025	146598	96	BOUND TREE MEDICAL LLC	85660725	1	03-52300-3402	.00	13.29	13.29
Total 146598:								.00		556.28
146599										
02/25	02/20/2025	146599	2365	Brightspeed	Acct #30131	1	01-52100-2230	.00	35.00	35.00
Total 146599:								.00		35.00
146600										
02/25	02/20/2025	146600	2287	CANON FINANCIAL SERVICES I	38826162	1	03-52300-2900	.00	73.00	73.00
Total 146600:								.00		73.00
146601										
02/25	02/20/2025	146601	122	CARROT-TOP INDUSTIRES INC	INV137200	1	01-53311-3405	.00	3,122.85	3,122.85

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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 146601:								.00		3,122.85
146602										
02/25	02/20/2025	146602	2744	CHIPPEAWA COUNTY CLERK O	2023FA0001	1	01-23300	.00	2,490.00	2,490.00
Total 146602:								.00		2,490.00
146603										
02/25	02/20/2025	146603	2747	CHRISTEEN MOORE	OVERPAYM	1	01-23301	.00	10.40	10.40
Total 146603:								.00		10.40
146604										
02/25	02/20/2025	146604	2302	CINTAS CORPORATION	5253233106	1	01-55200-3400	.00	74.89	74.89
02/25	02/20/2025	146604	2302	CINTAS CORPORATION	5253233108	1	01-53311-2900	.00	276.44	276.44
Total 146604:								.00		351.33
146605										
02/25	02/20/2025	146605	2364	Column Software PBC	B896C40C-0	1	02-56910-3500	.00	142.84	142.84
Total 146605:								.00		142.84
146606										
02/25	02/20/2025	146606	2745	CREDIT SERVICE INTERNATIO	168876	1	01-51200-3100	.00	7.94	7.94
Total 146606:								.00		7.94
146607										
02/25	02/20/2025	146607	29	CULLIGAN	588-1001809	1	01-55200-3400	.00	13.55	13.55
02/25	02/20/2025	146607	29	CULLIGAN	588-1004727	1	01-55200-3400	.00	58.45	58.45
Total 146607:								.00		72.00
146608										
02/25	02/20/2025	146608	1280	DIRECTV	013901916X	1	01-55401-3400	.00	61.49	61.49

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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 146608:								.00		61.49
146609										
02/25	02/20/2025	146609	2664	DOBBERSTEIN LAW FIRM LLC	PP #4 2025	1	01-21590	.00	163.27	163.27
Total 146609:								.00		163.27
146610										
02/25	02/20/2025	146610	2743	DREW LUECK	PARKING TI	1	01-52100-3400	.00	5.00	5.00
Total 146610:								.00		5.00
146611										
02/25	02/20/2025	146611	1254	GENERAL ENGINEERING COMP	06BILLABLE	1	01-52400-2100	.00	573.45	573.45
02/25	02/20/2025	146611	1254	GENERAL ENGINEERING COMP	141-286 02.2	1	01-52400-2100	.00	3,207.20	3,207.20
Total 146611:								.00		3,780.65
146612										
02/25	02/20/2025	146612	2634	GREEN PRO SOLUTIONS	25725	1	01-53311-3402	.00	3,592.95	3,592.95
Total 146612:								.00		3,592.95
146613										
02/25	02/20/2025	146613	293	GUNDERSEN HEALTH SYSTEM	254053	1	01-52100-1340	.00	375.00	375.00
02/25	02/20/2025	146613	293	GUNDERSEN HEALTH SYSTEM	254053	2	01-53100-1340	.00	210.00	210.00
02/25	02/20/2025	146613	293	GUNDERSEN HEALTH SYSTEM	254053	3	01-55200-1340	.00	60.00	60.00
02/25	02/20/2025	146613	293	GUNDERSEN HEALTH SYSTEM	254053	4	01-15610	.00	120.00	120.00
02/25	02/20/2025	146613	293	GUNDERSEN HEALTH SYSTEM	254053	5	01-15620	.00	90.00	90.00
02/25	02/20/2025	146613	293	GUNDERSEN HEALTH SYSTEM	254053	6	01-51420-1340	.00	30.00	30.00
02/25	02/20/2025	146613	293	GUNDERSEN HEALTH SYSTEM	254053	7	01-51520-1340	.00	60.00	60.00
02/25	02/20/2025	146613	293	GUNDERSEN HEALTH SYSTEM	254053	8	01-52200-1340	.00	30.00	30.00
02/25	02/20/2025	146613	293	GUNDERSEN HEALTH SYSTEM	254053	9	01-52400-1340	.00	30.00	30.00
02/25	02/20/2025	146613	293	GUNDERSEN HEALTH SYSTEM	254053	10	03-52300-1340	.00	315.00	315.00
02/25	02/20/2025	146613	293	GUNDERSEN HEALTH SYSTEM	254053	11	10-55110-1340	.00	75.00	75.00
02/25	02/20/2025	146613	293	GUNDERSEN HEALTH SYSTEM	254053	12	12-55500-1340	.00	15.00	15.00

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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 146613:								.00		1,410.00
146614										
02/25	02/20/2025	146614	2538	HEATHER MINOR	JAN 2025	1	10-55110-2900	.00	752.00	752.00
Total 146614:								.00		752.00
146615										
02/25	02/20/2025	146615	312	HILLYARD/HUTCHINSON	605703395	1	01-55200-3400	.00	3,452.80	3,452.80
02/25	02/20/2025	146615	312	HILLYARD/HUTCHINSON	605703395	2	01-55401-3400	.00	4,905.62	4,905.62
02/25	02/20/2025	146615	312	HILLYARD/HUTCHINSON	605703395	3	01-55402-3400	.00	2,452.81	2,452.81
02/25	02/20/2025	146615	312	HILLYARD/HUTCHINSON	605706581	1	01-55401-3400	.00	286.57	286.57
02/25	02/20/2025	146615	312	HILLYARD/HUTCHINSON	605710554	1	01-55200-3400	.00	24.57	24.57
02/25	02/20/2025	146615	312	HILLYARD/HUTCHINSON	605724071	1	01-55200-3400	.00	227.94	227.94
02/25	02/20/2025	146615	312	HILLYARD/HUTCHINSON	605724071	2	01-55401-3400	.00	224.94	224.94
02/25	02/20/2025	146615	312	HILLYARD/HUTCHINSON	605724071	3	01-55402-3400	.00	227.95	227.95
02/25	02/20/2025	146615	312	HILLYARD/HUTCHINSON	700628491	1	01-55401-3500	.00	94.35	94.35
02/25	02/20/2025	146615	312	HILLYARD/HUTCHINSON	700628610	1	01-55401-3500	.00	433.16	433.16
02/25	02/20/2025	146615	312	HILLYARD/HUTCHINSON	700628689	1	01-55401-3500	.00	115.65	115.65
02/25	02/20/2025	146615	312	HILLYARD/HUTCHINSON	700633402	1	01-55401-3500	.00	522.70	522.70
Total 146615:								.00		12,969.06
146616										
02/25	02/20/2025	146616	375	KWIK TRIP CREDIT DEPT	00349111 02.	1	01-55200-3400	.00	237.46	237.46
Total 146616:								.00		237.46
146617										
02/25	02/20/2025	146617	396	LEXISNEXIS RISK DATA MANAG	#1100096504	1	01-52100-2900	.00	205.50	205.50
Total 146617:								.00		205.50
146618										
02/25	02/20/2025	146618	1757	MACQUEEN EQUIPMENT LLC	P43765	1	01-57220-8300	.00	169.50	169.50
02/25	02/20/2025	146618	1757	MACQUEEN EQUIPMENT LLC	P44022	1	01-57220-8300	.00	375.97	375.97

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Total 146618:								.00		545.47
146619										
02/25	02/20/2025	146619	441	MINUTEMAN PRESS OF TOMAH	32482	1	01-53620-3400	.00	259.88	259.88
02/25	02/20/2025	146619	441	MINUTEMAN PRESS OF TOMAH	32491	1	03-52300-3100	.00	135.85	135.85
Total 146619:								.00		395.73
146620										
02/25	02/20/2025	146620	454	MONROE CO TREASURER	DNR PAYME	1	01-24400	.00	111.88	111.88
Total 146620:								.00		111.88
146621										
02/25	02/20/2025	146621	2117	PAUL SLOAN	LUNCHES 2-	1	01-52100-3400	.00	18.96	18.96
Total 146621:								.00		18.96
146622										
02/25	02/20/2025	146622	2742	PREMIER TRUCK GROUP	823107188	1	01-53311-3512	.00	55.99	55.99
Total 146622:								.00		55.99
146623										
02/25	02/20/2025	146623	569	SAFE-FAST INC	INV303927	1	01-53311-3409	.00	449.92	449.92
Total 146623:								.00		449.92
146624										
02/25	02/20/2025	146624	2643	SUMMIT FIRE PROTECTION	#3023349	1	01-52100-3400	.00	64.60	64.60
Total 146624:								.00		64.60
146625										
02/25	02/20/2025	146625	637	TOMAH AREA SCHOOL DISTRIC	DNR PAYME	1	01-24400	.00	154.96	154.96
Total 146625:								.00		154.96

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146626										
02/25	02/20/2025	146626	1744	TOMAH HEALTH	JAN 25 BLO	1	01-52100-3400	.00	46.75	46.75
Total 146626:								.00		46.75
146627										
02/25	02/20/2025	146627	672	TRI-STATE BUSINESS MACHINE	621657	1	03-52300-2900	.00	121.91	121.91
Total 146627:								.00		121.91
146628										
02/25	02/20/2025	146628	2315	VANDEWALLE & ASSOCIATES	202501020	1	06-56700-2100	.00	1,640.00	1,640.00
02/25	02/20/2025	146628	2315	VANDEWALLE & ASSOCIATES	202501020	2	06-56700-2100	.00	985.00	985.00
02/25	02/20/2025	146628	2315	VANDEWALLE & ASSOCIATES	202501020	3	06-56700-2100	.00	1,542.50	1,542.50
Total 146628:								.00		4,167.50
146629										
02/25	02/20/2025	146629	2741	WE ENERGIES	0701203562-	1	01-53510-2200	.00	56.94	56.94
02/25	02/20/2025	146629	2741	WE ENERGIES	0701377292-	1	01-55200-2200	.00	610.36	610.36
02/25	02/20/2025	146629	2741	WE ENERGIES	0701404176-	1	01-53311-2200	.00	379.72	379.72
02/25	02/20/2025	146629	2741	WE ENERGIES	0701404176-	1	01-53311-2200	.00	996.20	996.20
02/25	02/20/2025	146629	2741	WE ENERGIES	0704935413-	1	01-55401-2200	.00	853.31	853.31
02/25	02/20/2025	146629	2741	WE ENERGIES	0706515242-	1	01-52100-2200	.00	1,148.41	1,148.41
02/25	02/20/2025	146629	2741	WE ENERGIES	0706515242-	1	01-55200-2200	.00	9.57	9.57
02/25	02/20/2025	146629	2741	WE ENERGIES	0706723812-	1	12-55500-2200	.00	101.80	101.80
02/25	02/20/2025	146629	2741	WE ENERGIES	0707713977-	1	01-55401-2200	.00	100.79	100.79
02/25	02/20/2025	146629	2741	WE ENERGIES	0708538032-	1	10-55110-2200	.00	720.51	720.51
02/25	02/20/2025	146629	2741	WE ENERGIES	0711622483-	1	01-55200-2200	.00	224.47	224.47
02/25	02/20/2025	146629	2741	WE ENERGIES	0714123594-	1	01-51600-2200	.00	1,535.09	1,535.09
02/25	02/20/2025	146629	2741	WE ENERGIES	0714229616-	1	01-55402-2200	.00	9.57	9.57
02/25	02/20/2025	146629	2741	WE ENERGIES	0715807202-	1	01-55200-2200	.00	226.24	226.24
02/25	02/20/2025	146629	2741	WE ENERGIES	0717659443-	1	12-55500-2200	.00	567.34	567.34
02/25	02/20/2025	146629	2741	WE ENERGIES	0718128126-	1	01-53311-2200	.00	1,297.64	1,297.64
02/25	02/20/2025	146629	2741	WE ENERGIES	0718379081-	1	01-55402-2200	.00	256.09	256.09
02/25	02/20/2025	146629	2741	WE ENERGIES	0719795727-	1	01-55200-2200	.00	315.69	315.69
02/25	02/20/2025	146629	2741	WE ENERGIES	0735582192-	1	03-52300-2200	.00	1,617.80	1,617.80
02/25	02/20/2025	146629	2741	WE ENERGIES	0735582192-	2	01-52200-2200	.00	693.34	693.34

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Total 146629:								.00		11,720.88
146630										
02/25	02/20/2025	146630	728	WESTERN TECHNICAL COLLEG	DNR PAYME	1	01-24400	.00	27.07	27.07
Total 146630:								.00		27.07
146631										
02/25	02/20/2025	146631	2746	WISC MUNICIPAL JUDGES ASS	2025 DUES	1	01-51200-3250	.00	150.00	150.00
Total 146631:								.00		150.00
146632										
02/25	02/20/2025	146632	782	ZINGLER MARKETING LLC		1	01-52200-3400	.00	75.00	75.00
Total 146632:								.00		75.00
146633										
02/25	02/27/2025	146633	2131	3RT NETWORKS	#202524066	1	01-52100-2100	.00	25.00	25.00
Total 146633:								.00		25.00
146634										
02/25	02/27/2025	146634	2340	ACE HARDWARE (PARKS)	628855	1	01-55200-3400	.00	7.80	7.80
02/25	02/27/2025	146634	2340	ACE HARDWARE (PARKS)	628990	1	01-55401-3500	.00	20.97	20.97
02/25	02/27/2025	146634	2340	ACE HARDWARE (PARKS)	629277	1	01-55401-3500	.00	1.47	1.47
Total 146634:								.00		30.24
146635										
02/25	02/27/2025	146635	30	ALLIANT ENERGY/WPL	1424240000	1	10-55110-2210	.00	819.73	819.73
Total 146635:								.00		819.73
146636										
02/25	02/27/2025	146636	2621	ALLIED COOPERATIVE	3212369	1	01-53311-2900	.00	97.10	97.10

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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 146636:								.00		97.10
146637										
02/25	02/27/2025	146637	34	ALLSTATE PETERBILT OF TOM	5203124923	1	01-53311-3512	.00	2,605.56	2,605.56
02/25	02/27/2025	146637	34	ALLSTATE PETERBILT OF TOM	5204233716	1	01-53311-3512	.00	119.85	119.85
Total 146637:								.00		2,725.41
146638										
02/25	02/27/2025	146638	2403	ASSOCIATED APPRAISAL CON	179198	1	01-51530-2100	.00	3,918.69	3,918.69
Total 146638:								.00		3,918.69
146639										
02/25	02/27/2025	146639	2343	AUTO VALUE TOMAH (PARKS)	522290395	1	01-55401-3500	.00	39.98	39.98
Total 146639:								.00		39.98
146640										
02/25	02/27/2025	146640	2341	AUTO VALUE TOMAH (STREET)	522290785	1	10-55110-3100	.00	13.99	13.99
Total 146640:								.00		13.99
146641										
02/25	02/27/2025	146641	69	BAKER & TAYLOR LLC	2038794773	1	10-55110-3460	.00	500.14	500.14
02/25	02/27/2025	146641	69	BAKER & TAYLOR LLC	2038799505	1	10-55110-3460	.00	58.19	58.19
02/25	02/27/2025	146641	69	BAKER & TAYLOR LLC	2038825435	1	10-55110-3420	.00	55.14	55.14
02/25	02/27/2025	146641	69	BAKER & TAYLOR LLC	2038825435	2	10-55110-3460	.00	174.19	174.19
02/25	02/27/2025	146641	69	BAKER & TAYLOR LLC	2038826281	1	10-55110-3420	.00	19.20	19.20
02/25	02/27/2025	146641	69	BAKER & TAYLOR LLC	2038826281	2	10-55110-3460	.00	62.62	62.62
02/25	02/27/2025	146641	69	BAKER & TAYLOR LLC	2038841549	1	10-55110-3460	.00	109.86	109.86
02/25	02/27/2025	146641	69	BAKER & TAYLOR LLC	2038846708	1	10-55110-3460	.00	100.78	100.78
02/25	02/27/2025	146641	69	BAKER & TAYLOR LLC	2038855362	1	10-55110-3460	.00	383.22	383.22
02/25	02/27/2025	146641	69	BAKER & TAYLOR LLC	2038883601	1	10-55110-3420	.00	498.06	498.06
02/25	02/27/2025	146641	69	BAKER & TAYLOR LLC	2038883601	2	10-55110-3460	.00	122.46	122.46
02/25	02/27/2025	146641	69	BAKER & TAYLOR LLC	2038890506	1	10-55110-3420	.00	51.58	51.58
02/25	02/27/2025	146641	69	BAKER & TAYLOR LLC	2038890506	2	10-55110-3460	.00	80.12	80.12

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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 146641:								.00		2,215.56
146642										
02/25	02/27/2025	146642	70	BAND BOX CLEANERS & LAUN	S74054	1	01-53311-3508	.00	49.00	49.00
Total 146642:								.00		49.00
146643										
02/25	02/27/2025	146643	2749	BLUEBERRY COTTAGE LABRA	#000578	1	05-52140-3400	.00	75.00	75.00
Total 146643:								.00		75.00
146644										
02/25	02/27/2025	146644	2733	BROWNIES REPAIR LLC	116	1	01-53311-2900	.00	197.13	197.13
02/25	02/27/2025	146644	2733	BROWNIES REPAIR LLC	117	1	01-53311-2900	.00	258.00	258.00
02/25	02/27/2025	146644	2733	BROWNIES REPAIR LLC	118	1	01-53311-2900	.00	764.66	764.66
Total 146644:								.00		1,219.79
146645										
02/25	02/27/2025	146645	2730	CIVIC SYSTEMS LLC	INV-01545	1	01-51450-2900	.00	600.00	600.00
Total 146645:								.00		600.00
146646										
02/25	02/27/2025	146646	149	COMMAND CENTRAL LLC	35278	1	01-51440-3400	.00	130.75	130.75
Total 146646:								.00		130.75
146647										
02/25	02/27/2025	146647	173	CRAM'S COMPUTER CENTER L	6368	1	03-52300-2100	.00	57.00	57.00
Total 146647:								.00		57.00
146648										
02/25	02/27/2025	146648	29	CULLIGAN	5403357834	1	01-53311-3403	.00	12,767.40	12,767.40
02/25	02/27/2025	146648	29	CULLIGAN	5403357834	1	01-53311-3403	.00	12,767.40-	12,767.40- V

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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 146648:								.00		.00
146649										
02/25	02/27/2025	146649	209	EBSCO SUBSCRIPTION SERVIC	1757404	1	10-55110-3420	.00	3,857.66	3,857.66
02/25	02/27/2025	146649	209	EBSCO SUBSCRIPTION SERVIC	1757404	2	10-55110-3460	.00	325.45	325.45
Total 146649:								.00		4,183.11
146650										
02/25	02/27/2025	146650	220	EO JOHNSON CO	INV1691887	1	10-55110-2900	.00	125.29	125.29
02/25	02/27/2025	146650	220	EO JOHNSON CO	INV1702673	1	10-55110-2900	.00	40.29	40.29
Total 146650:								.00		165.58
146651										
02/25	02/27/2025	146651	2042	FIRE SAFETY USA, INC	198016	1	01-57220-8300	.00	1,893.93	1,893.93
Total 146651:								.00		1,893.93
146652										
02/25	02/27/2025	146652	2538	HEATHER MINOR	034843	1	10-55110-2900	.00	752.00	752.00
Total 146652:								.00		752.00
146653										
02/25	02/27/2025	146653	2631	IMPERIAL DADE	4293572	1	10-55110-3100	.00	96.61	96.61
Total 146653:								.00		96.61
146654										
02/25	02/27/2025	146654	2705	KATIE ANDERSON	0120212325	1	03-52300-3350	.00	113.11	113.11
02/25	02/27/2025	146654	2705	KATIE ANDERSON	01202425	1	03-52300-3350	.00	205.02	205.02
Total 146654:								.00		318.13
146655										
02/25	02/27/2025	146655	1333	LA CROSSE TRIBUNE	116-0004136	1	10-55110-3420	.00	223.48	223.48

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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 146655:								.00		223.48
146656										
02/25	02/27/2025	146656	1961	LARSON, LANCE	SAFETY SH	1	01-53311-3409	.00	200.00	200.00
Total 146656:								.00		200.00
146657										
02/25	02/27/2025	146657	1391	LOFFLER COMPANIES	4951702	1	01-51420-2900	.00	176.80	176.80
Total 146657:								.00		176.80
146658										
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	690500 02.2	1	01-52100-2230	.00	522.34	522.34
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	690500 02.2	2	01-52100-2230	.00	57.82	57.82
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	690500 02.2	3	01-51520-2230	.00	47.16	47.16
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	690500 02.2	4	01-51420-2230	.00	52.45	52.45
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	690500 02.2	5	01-51100-2230	.00	13.22	13.22
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	690500 02.2	6	01-51530-2230	.00	13.22	13.22
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	690500 02.2	7	01-51410-2230	.00	25.95	25.95
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	690500 02.2	8	01-52400-2230	.00	28.58	28.58
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	690500 02.2	9	01-53100-2230	.00	45.78	45.78
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	690500 02.2	10	01-15610	.00	23.99	23.99
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	690500 02.2	11	01-15620	.00	44.47	44.47
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	690500 02.2	12	01-55200-2230	.00	13.22	13.22
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	690500 02.2	13	01-52200-2230	.00	37.06	37.06
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	690500 02.2	14	01-52100-2230	.00	175.00	175.00
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	690500 02.2	15	01-51450-2900	.00	175.00	175.00
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	690500 02.2	16	01-51450-2900	.00	.08	.08
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	809500 02.2	1	01-53311-2230	.00	201.10	201.10
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	824100 02.2	1	10-55110-2230	.00	120.34	120.34
02/25	02/27/2025	146658	2328	LYNXX NETWORKS	824100 02.2	2	10-55110-2900	.00	79.95	79.95
Total 146658:								.00		1,676.73
146659										
02/25	02/27/2025	146659	2720	MARA GOEDE	012025	1	03-52300-3350	.00	37.19	37.19

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Total 146659:								.00		37.19
146660										
02/25	02/27/2025	146660	2748	MIDWEST POWERSPORTS SER	6266	1	01-52200-3500	.00	356.31	356.31
Total 146660:								.00		356.31
146661										
02/25	02/27/2025	146661	1990	MORTON SALT	5403360537	1	01-53311-3403	.00	7,963.31	7,963.31
Total 146661:								.00		7,963.31
146662										
02/25	02/27/2025	146662	480	NETSUPPORT INCORPORATED	INV11158	1	10-55110-3100	.00	8.88	8.88
Total 146662:								.00		8.88
146663										
02/25	02/27/2025	146663	2620	PERFORMANCE HEATING & CO	1470	1	01-55401-3500	.00	115.00	115.00
Total 146663:								.00		115.00
146664										
02/25	02/27/2025	146664	2607	POINT C HEALTH	PCH1180501	1	03-52300-1340	.00	6.16	6.16
02/25	02/27/2025	146664	2607	POINT C HEALTH	PCH1180501	2	03-52300-1340	.00	6.16	6.16
02/25	02/27/2025	146664	2607	POINT C HEALTH	PCH1180501	3	03-52300-1340	.00	6.16	6.16
02/25	02/27/2025	146664	2607	POINT C HEALTH	PCH1180501	4	03-52300-1340	.00	6.16	6.16
02/25	02/27/2025	146664	2607	POINT C HEALTH	PCH1180501	5	03-52300-1340	.00	6.16	6.16
02/25	02/27/2025	146664	2607	POINT C HEALTH	PCH1180501	6	03-52300-1340	.00	6.16	6.16
02/25	02/27/2025	146664	2607	POINT C HEALTH	PCH1180501	7	01-53100-1340	.00	6.16	6.16
02/25	02/27/2025	146664	2607	POINT C HEALTH	PCH1180501	8	01-51200-1340	.00	6.16	6.16
02/25	02/27/2025	146664	2607	POINT C HEALTH	PCH1180501	9	10-55110-1340	.00	6.16	6.16
02/25	02/27/2025	146664	2607	POINT C HEALTH	PCH1180501	10	01-52100-1340	.00	6.15	6.15
02/25	02/27/2025	146664	2607	POINT C HEALTH	PCH1180501	11	01-52100-1340	.00	6.16	6.16
02/25	02/27/2025	146664	2607	POINT C HEALTH	PCH1180501	12	01-52100-1340	.00	6.15	6.15
02/25	02/27/2025	146664	2607	POINT C HEALTH	PCH1180501	13	12-55500-1340	.00	6.15	6.15
02/25	02/27/2025	146664	2607	POINT C HEALTH	PCH1180501	14	01-15610	.00	6.15	6.15
02/25	02/27/2025	146664	2607	POINT C HEALTH	PCH1180501	15	01-52100-1340	.00	6.15	6.15

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02/25	02/27/2025	146664	2607	POINT C HEALTH	PCH1180501	16	01-52100-1340	.00	6.15	6.15
Total 146664:								.00		98.50
146665										
02/25	02/27/2025	146665	1708	SCOTT WILCOX	02.28.25 MU	1	12-55500-3410	.00	100.00	100.00
Total 146665:								.00		100.00
146666										
02/25	02/27/2025	146666	2628	SWEETWATER	10521837	1	08-57621-8300	.00	1,479.00	1,479.00
Total 146666:								.00		1,479.00
146667										
02/25	02/27/2025	146667	639	TOMAH CASH STORE	41	1	01-53311-3409	.00	200.00	200.00
Total 146667:								.00		200.00
146668										
02/25	02/27/2025	146668	1744	TOMAH HEALTH	02062025	1	01-52200-2100	.00	295.50	295.50
Total 146668:								.00		295.50
146669										
02/25	02/27/2025	146669	658	TOMAH WATER & SEWER UTILI	2189.00 02.2	1	10-55110-2220	.00	145.83	145.83
Total 146669:								.00		145.83
146670										
02/25	02/27/2025	146670	2329	TRISHA SKOFRONICK	REIMBURSE	1	10-55110-3100	.00	19.94	19.94
Total 146670:								.00		19.94
146671										
02/25	02/27/2025	146671	672	TRI-STATE BUSINESS MACHINE	622213	1	01-51200-2900	.00	25.00	25.00
Total 146671:								.00		25.00

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146672										
02/25	02/27/2025	146672	725	WEST BEND MUTUAL INSURAN	2575460 02.	1	01-51938-5100	.00	50.00	50.00
Total 146672:								.00		50.00
146675										
02/25	02/27/2025	146675	1990	MORTON SALT	5403357834	1	01-53311-3403	.00	12,767.40	12,767.40
Total 146675:								.00		12,767.40
146677										
02/25	02/27/2025	146677	637	TOMAH AREA SCHOOL DISTRIC	JAN 2025	1	01-24600	.00	2,270.59	2,270.59
Total 146677:								.00		2,270.59
146681										
03/25	03/06/2025	146681	2430	AT&T MOBILITY - AMBULANCE	2873036156	1	03-52300-2230	.00	382.49	382.49
Total 146681:								.00		382.49
146683										
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522288851	1	01-53311-3512	.00	67.97	67.97
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522288890 0	1	01-53311-3512	.00	291.96	291.96
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522288985	1	01-51600-3400	.00	39.98	39.98
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522289029	1	01-53311-3408	.00	75.80	75.80
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522289095	1	01-53311-3512	.00	41.99	41.99
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522289416	1	01-53311-3408	.00	6.99	6.99
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522289457	1	01-53311-3512	.00	9.29	9.29
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522289548	1	01-53635-3500	.00	14.99	14.99
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522289579	1	01-53635-3500	.00	647.82	647.82
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522289707	1	01-53311-3512	.00	39.98	39.98
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522289718	1	01-53311-3408	.00	25.98	25.98
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522289821	1	01-53311-3408	.00	17.99	17.99
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522289905	1	01-53311-3512	.00	7.99	7.99
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522289959	1	01-53311-3512	.00	5.49	5.49
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522289962	1	01-53311-3512	.00	23.63	23.63
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522289967	1	01-53311-3508	.00	28.99	28.99
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522290075	1	01-53311-3408	.00	25.99	25.99
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522290197	1	01-53311-3512	.00	7.49	7.49

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03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522290204	1	01-53311-3512	.00	21.98	21.98
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522290537	1	01-53311-3512	.00	49.83	49.83
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522290692	1	01-53311-3512	.00	220.47	220.47
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522290778	1	01-53311-3512	.00	4.85	4.85
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522290784	1	01-53311-3512	.00	31.47	31.47
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522290996	1	01-53311-3512	.00	29.99	29.99
03/25	03/06/2025	146683	2341	AUTO VALUE TOMAH (STREET)	522291029	1	01-53311-3512	.00	3.99	3.99
Total 146683:								.00		1,742.90
146684										
03/25	03/06/2025	146684	96	BOUND TREE MEDICAL LLC	85673517	1	03-52300-3402	.00	523.79	523.79
03/25	03/06/2025	146684	96	BOUND TREE MEDICAL LLC	85673518	1	03-52300-3402	.00	67.01	67.01
Total 146684:								.00		590.80
146686										
03/25	03/06/2025	146686	2287	CANON FINANCIAL SERVICES I	38853600	1	01-51420-2900	.00	49.86	49.86
Total 146686:								.00		49.86
146687										
03/25	03/06/2025	146687	2753	CARROLL NIEDFELDT	OVERPAYM	1	01-24412	.00	999.56	999.56
Total 146687:								.00		999.56
146689										
03/25	03/06/2025	146689	1163	CIOX HEALTH LLC	#049663937	1	01-52100-3400	.00	112.06	112.06
Total 146689:								.00		112.06
146691										
03/25	03/06/2025	146691	204	DOG WASTE DEPOT	752054	1	01-55200-3400	.00	306.44	306.44
Total 146691:								.00		306.44
146692										
03/25	03/06/2025	146692	634	GREATER TOMAH AREA CHAM	DECEMBER	1	16-21101	.00	28,389.22	28,389.22

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 146692:								.00		28,389.22
146694										
03/25	03/06/2025	146694	299	HAGEN SPORTS NETWORK	MAR2025	1	01-51100-3200	.00	375.00	375.00
Total 146694:								.00		375.00
146695										
03/25	03/06/2025	146695	2663	JENNA QUACKENBUSH	012325	1	03-52300-3350	.00	71.15	71.15
Total 146695:								.00		71.15
146696										
03/25	03/06/2025	146696	375	KWIK TRIP CREDIT DEPT	00410435 03	1	01-53311-3401	.00	6,569.21	6,569.21
03/25	03/06/2025	146696	375	KWIK TRIP CREDIT DEPT	00421945 02	1	03-52300-3401	.00	4,224.84	4,224.84
03/25	03/06/2025	146696	375	KWIK TRIP CREDIT DEPT	Feb 2025	1	01-52100-3400	.00	2,638.32	2,638.32
Total 146696:								.00		13,432.37
146698										
03/25	03/06/2025	146698	2328	LYNXX NETWORKS	1108900 03.2	1	01-53311-2230	.00	123.66	123.66
03/25	03/06/2025	146698	2328	LYNXX NETWORKS	631700 03.2	1	01-53510-2240	.00	100.51	100.51
03/25	03/06/2025	146698	2328	LYNXX NETWORKS	809500 03.2	1	01-53311-2230	.00	191.10	191.10
Total 146698:								.00		415.27
146699										
03/25	03/06/2025	146699	441	MINUTEMAN PRESS OF TOMAH	32523	1	01-53311-2900	.00	237.90	237.90
Total 146699:								.00		237.90
146700										
03/25	03/06/2025	146700	442	MISSISSIPPI WELDERS SUPPL	1874074	1	03-52300-3400	.00	11.76	11.76
03/25	03/06/2025	146700	442	MISSISSIPPI WELDERS SUPPL	515966	1	03-52300-3400	.00	108.96	108.96
Total 146700:								.00		120.72

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
146701										
03/25	03/06/2025	146701	444	MODERN DISPOSAL SYSTEMS	500,179213	1	01-53635-2900	.00	4,597.90	4,597.90
Total 146701:								.00		4,597.90
146703										
03/25	03/06/2025	146703	454	MONROE CO TREASURER	42-00892-75	1	09-12100	.00	1,048.53	1,048.53
03/25	03/06/2025	146703	454	MONROE CO TREASURER	FEB MUNICI	1	01-24300	.00	1,629.60	1,629.60
Total 146703:								.00		2,678.13
146704										
03/25	03/06/2025	146704	475	NAPA - CENTRAL WISCONSIN A	654698	1	03-52300-3400	.00	11.49	11.49
Total 146704:								.00		11.49
146706										
03/25	03/06/2025	146706	527	POELLINGER ELECTRIC INC	4737-01	1	01-53510-3500	.00	14,242.53	14,242.53
Total 146706:								.00		14,242.53
146708										
03/25	03/06/2025	146708	1009	ROBARGE, ADAM	022025	1	03-52300-3300	.00	224.45	224.45
Total 146708:								.00		224.45
146710										
03/25	03/06/2025	146710	599	STATE OF WISCONSIN-COURT	FEB 2025 C	1	01-24240	.00	3,472.03	3,472.03
Total 146710:								.00		3,472.03
146711										
03/25	03/06/2025	146711	603	STREICHERS INC	#11747298	1	01-52100-1390	.00	43.97	43.97
03/25	03/06/2025	146711	603	STREICHERS INC	#11747608	1	01-57210-8300	.00	1,200.00	1,200.00
Total 146711:								.00		1,243.97
146712										
03/25	03/06/2025	146712	611	TAPCO	1797256	1	01-53311-3405	.00	138.53	138.53

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 146712:								.00		138.53
146713										
03/25	03/06/2025	146713	658	TOMAH WATER & SEWER UTILI	2050.00 03.2	1	01-53311-2220	.00	129.11	129.11
03/25	03/06/2025	146713	658	TOMAH WATER & SEWER UTILI	2067.00 03.2	1	01-51600-2220	.00	240.03	240.03
03/25	03/06/2025	146713	658	TOMAH WATER & SEWER UTILI	2263.01 03.2	1	01-53311-2220	.00	65.15	65.15
03/25	03/06/2025	146713	658	TOMAH WATER & SEWER UTILI	2541.00 03.2	1	01-53311-2220	.00	22.60	22.60
03/25	03/06/2025	146713	658	TOMAH WATER & SEWER UTILI	2901.02 03.2	1	01-53510-2220	.00	25.28	25.28
03/25	03/06/2025	146713	658	TOMAH WATER & SEWER UTILI	854.01 03.25	1	01-53311-2220	.00	22.60	22.60
03/25	03/06/2025	146713	658	TOMAH WATER & SEWER UTILI	967.01 03.25	1	01-53311-2220	.00	25.28	25.28
Total 146713:								.00		530.05
146714										
03/25	03/06/2025	146714	672	TRI-STATE BUSINESS MACHINE	622537	1	03-52300-2900	.00	136.71	136.71
Total 146714:								.00		136.71
146715										
03/25	03/06/2025	146715	728	WESTERN TECHNICAL COLLEG	000070903	1	03-52300-3350	.00	30.00	30.00
Total 146715:								.00		30.00
146716										
03/25	03/06/2025	146716	765	WI EMS ASSOCIATION INC	NV00004436	1	03-52300-3250	.00	600.00	600.00
Total 146716:								.00		600.00
146718										
03/25	03/06/2025	146718	2328	LYNXX NETWORKS	721400 02.2	1	01-55200-2230	.00	222.98	222.98
03/25	03/06/2025	146718	2328	LYNXX NETWORKS	721400 02.2	2	01-55401-3400	.00	166.62	166.62
Total 146718:								.00		389.60
Grand Totals:								.00		3,034,725.88

M = Manual Check, V = Void Check

Dated: _____

Mayor: _____

Dwyer, Paul

City Council: _____

Glynn, John

Pater, Nellie

Peterson, Dean

Devine, Patrick

Scholze, Travis

Koel, Mitch

Yarrington, Richard

Zabinski, Shawn

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
ACE HARDWARE (SENIOR)							
2339	ACE HARDWARE (SENIOR)	629491	629491	03/19/2025	12-55500-3500 SR & DISAB REPAIR &	8.59	
Total ACE HARDWARE (SENIOR):						8.59	
CATALIS LLC							
2548	CATALIS LLC	308344820	309344820	03/19/2025	01-51450-2900 COMPUTER SERVICE	731.46	
2548	CATALIS LLC	308344820	309344820	03/19/2025	01-51450-2900 COMPUTER SERVICE	1,474.73	
Total CATALIS LLC:						2,206.19	
CONSOLIDATED ENERGY COMPANY							
436	CONSOLIDATED ENERGY COM	119 03.25	119 03.25	03/19/2025	01-55200-3400 OTHER PARKS OPER	233.57	
Total CONSOLIDATED ENERGY COMPANY:						233.57	
DOBBERSTEIN LAW FIRM LLC							
2664	DOBBERSTEIN LAW FIRM LLC	PP #5 2025	PP #5 2025	03/19/2025	01-21590 OTHER EMPLOYEE DEDUC	84.30	
Total DOBBERSTEIN LAW FIRM LLC:						84.30	
LEXISNEXIS RISK DATA MANAGEMENT INC							
396	LEXISNEXIS RISK DATA MANAG	1100107304	1100107304	03/19/2025	01-51520-2900 TREASURER'S SERVIC	200.00	
Total LEXISNEXIS RISK DATA MANAGEMENT INC:						200.00	
MULTIMEDIA SALES & MARKETING							
1815	MULTIMEDIA SALES & MARKETI	2002585	2002585	03/19/2024	12-55500-3200 SR & DISAB PUB & SU	180.00	
Total MULTIMEDIA SALES & MARKETING:						180.00	
TOMAH WATER & SEWER UTILITY							
658	TOMAH WATER & SEWER UTILI	67101.01 03.25	7101.01 03.25	03/19/2025	12-55500-2220 SR & DISAB UTIL-W&S	35.94	
Total TOMAH WATER & SEWER UTILITY:						35.94	
Grand Totals:						2,948.59	

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

Mayor: _____ Dwyer, Paul

City Council: _____ Glynn, John
_____ Pater, Nellie
_____ Peterson, Dean
_____ Devine, Patrick
_____ Scholze, Travis
_____ Koel, Mitch
_____ Yarrington, Richard
_____ Zabinski, Shawn

STAFF COMMITTEE PREPARATION REPORT

Agenda Item: Award of 2025 Lake Tomah Forebay Cleaning

Summary and Background Information:

Analysis attached

Recommendation From: No committee – lake meeting is scheduled for 3/20/2025

Minutes Attached:

Yes No

Budget Account: 02-56910-3500 – copies attached

Fiscal Impact: \$356,443.00

Staff Responsible for implementation: Director of Public Works & Utilities

Economic Impact: Not recognized at this time

Zoning/Rezoning Issues: N/A

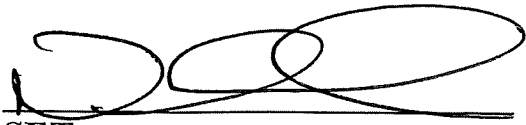
Supports Organizational Goals:

Yes No

Questions from SET:

Grants Pursued/Opportunity Pursued: Adaptive trading credits were pursued but not approved by the WI DNR

Recommendation: I recommend award of the contract to Gerke Excavating in the amount of \$ 356,443.00



SET

11 MARCH 2025
Date

Department Director

Date

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



February 27, 2025

City of Tomah
819 Superior Avenue
Tomah, WI 54660

Attention: Mr. Kirk Arity, Public Works Director

Subject: Analysis of Bids and Recommendation for Award of Contracts; 2025 Lake Tomah Forebay Cleaning; City of Tomah

Bid Deadline: February 26, 2025 at 3:00 p.m. local time
Ladies and Gentlemen:

The purpose of this letter is to analyze the bids received for the 2025 Lake Tomah Forebay Cleaning project and to recommend award of a contract. This project involves removing and disposing of accumulated sediment in the forebay of Lake Tomah, and an alternate to extend the substantial completion date to December 31, 2026.

Two general contractors, subcontractors, and material suppliers requested sets of plans, specifications and bidding documents. One contractor submitted a bid.

A summary of the bids is as follows:

Contractor	Base Bid	Alternate Bid Total
Gerke Excavating, Inc.	\$356,443.00	\$(10,000.00)

The bid was properly submitted.

Gerke Excavating, Inc. is an experienced utility and street contractor that has completed several projects for the City of Tomah. We recommend that Gerke Excavating, Inc. be awarded a contract for the base bid, for a total of \$356,443.00. We would recommend that the City award the Alternate Bid, to extend the project completion date, at their own discretion following discussion of the potential pros and cons of an earlier project completion date versus cost savings.

This will be a unit price contract. That is, the contractor will be paid for the work actually performed on the basis on the unit prices bid. This means that the final line item costs could be either greater than or less than the bid totals. Also, unexpected conditions are sometimes encountered which result in increased project costs. Therefore, it would be wise to continue to carry the recommended 10% contingency.

Analysis of Bids and Recommendation for Award of Contracts
February 27, 2025
Page 2

If you have any questions with respect to our thoughts on this matter, I am available at your convenience to discuss them with you.

Respectfully,
TOWN & COUNTRY ENGINEERING, INC. Nik Dorava P.E., Project Engineer



Nik Dorava, P.E.
Project Engineer

ND:sai
J:\JOB#SITomah\TO-149-M8 2024 Lake Tomah Sediment Level Survey\10. Construction\Bidding\Recommendation Ltr.docx

BID TABULATION

Project: 2025 Lake Tomah Forebay Cleaning; City of Tomah
 Engineer's Project Number: TO 149 Bid Deadline: February 26, 2025 at 3:00 p.m. local time

ITEM NO.	DESCRIPTION OF WORK	QUANT.	BID UNITS	PRE-BID ESTIMATE		Gerke Excavating, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID							
1	Excavation and Disposal of Lake Tomah Forebay Sediment		1 lump sum	\$ 400,000.00	\$ 400,000.00	\$ 271,565.00	\$ 271,565.00
2	Clearing and Grubbing		1 lump sum	\$ 15,000.00	\$ 15,000.00	\$ 6,580.00	\$ 6,580.00
3	Site Restoration		1 lump sum	\$ 50,000.00	\$ 50,000.00	\$ 40,661.00	\$ 40,661.00
4	Erosion Control		1 lump sum	\$ 15,000.00	\$ 15,000.00	\$ 37,637.00	\$ 37,637.00
	Base Bid Total				\$ 480,000.00		\$ 356,443.00
ALTERNATE BID							
A1	Add/Deduct for Extension of Substantial Completion Date to December 31, 2026		1 lump sum	\$ (2,500.00)	\$ (2,500.00)	\$ (10,000.00)	\$ (10,000.00)

FUND: 2 - LAKE DISTRICT

ACCOUNT NUMBER	ACCOUNT NAME	2023		(OVER)/ UNDER	2024		6 MONTHS 2024		6 MONTHS 2024		PRELIMINARY 2025		DEPT. HEAD 2025		COMMITTEE 2025		PROPOSED 2025		ADOPTED 2025	
		BUDGET	ACTUAL		BUDGET	ACTUAL	PROJECTION	PROJECTION	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
02-56910-2100	LAKE PROF SERVICES	(20,000)	(4,950)	15,050	(20,000)	-	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)
02-56910-2210	LAKE UTIL-ELECTRIC	(3,500)	(2,513)	987	(3,500)	(1,777)	(1,000)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)
02-56910-2230	LAKE UTIL-TELEPHONE	(800)	(614)	186	(800)	(511)	(400)	(800)	(800)	(800)	(800)	(800)	(800)	(800)	(800)	(800)	(800)	(800)	(800)	(800)
02-56910-3200	LAKE PUB & SUBSCRIPTION	-	-	-	-	(750)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
02-56910-3250	LAKE ASSN DUES	(750)	(750)	-	(750)	-	-	(750)	(750)	(750)	(750)	(750)	(750)	(750)	(750)	(750)	(750)	(750)	(750)	(750)
02-56910-3300	LAKE TRAVEL	(500)	(289)	211	(500)	-	-	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)
02-56910-3350	LAKE TRAINING	(500)	(301)	199	(500)	(121)	-	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)
02-56910-3400	LAKE OPERATING SUP	(500)	(84)	416	(500)	(500)	-	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)
02-56910-3500	LAKE REPAIR & MAINTENANCE	(15,000)	(297)	14,703	(15,000)	-	(14,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)
02-56910-5100	LAKE LIABILITY INSURANCE	(800)	(658)	142	(800)	(680)	-	(800)	(800)	(800)	(800)	(800)	(800)	(800)	(800)	(800)	(800)	(800)	(800)	(800)
02-56910-5110	LAKE PROPERTY INSURANCE	(1,000)	(1,013)	(13)	(850)	(895)	-	(1,000)	(945)	(945)	(945)	(945)	(945)	(945)	(945)	(945)	(945)	(945)	(945)	(945)
02-56910-5120	LAKE WORKER COMP INSURANCE	(300)	(232)	68	(300)	(268)	-	(300)	(284)	(284)	(284)	(284)	(284)	(284)	(284)	(284)	(284)	(284)	(284)	(284)
	OPERATIONS TOTAL	(43,650)	(11,701)	31,949	(43,380)	(5,500)	(35,400)	(43,650)	(393,582)	(393,582)	(393,582)	(393,582)	(393,582)	(393,582)	(393,582)	(393,582)	(393,582)	(393,582)	(393,582)	(393,582)
	MISCELLANEOUS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
02-51910-3400	ILLEGAL TAXES OPERATION	-	-	-	(25,000)	(15,000)	(10,000)	-	-	-	-	-	-	-	-	-	-	-	-	-
02-57331-8300	LAKE OUTLAY EQUIPMENT	-	-	-	(25,000)	(15,000)	(10,000)	-	-	-	-	-	-	-	-	-	-	-	-	-
	MISCELLANEOUS TOTAL	-	-	-	(25,000)	(15,000)	(10,000)	-	-	-	-	-	-	-	-	-	-	-	-	-
	LAKE DISTRICT TOTAL EXPENDITURES	(57,536)	(24,385)	33,150	(44,861)	(20,500)	(61,824)	(59,407)	(410,389)	(421,657)	(421,657)	(421,657)	(421,657)	(421,657)	(421,657)	(421,657)	(421,657)	(421,657)	(421,657)	(421,657)
	LAKE DISTRICT NET REVENUE OVER EXPENDITURES	0	36,489	-	(1)	16,853	(11,030)	453	41,471	31,201	31,201	31,201	31,201	31,201	31,201	31,201	31,201	31,201	31,201	31,201
	FUND BALANCE	283,353	283,353	-	319,842	319,842	336,694	325,665	325,665	325,665	325,665	325,665	325,665	325,665	325,665	325,665	325,665	325,665	325,665	325,665
	LAKE DISTRICT FUND BALANCE FORWARD	283,353	319,842	-	319,841	336,694	325,665	326,118	67,135	56,866	56,866	56,866	56,866	56,866	56,866	56,866	56,866	56,866	56,866	56,866

FUND: 2 - LAKE DISTRICT

ACCOUNT NUMBER	ACCOUNT NAME	2023			2024			2025			2025		
		BUDGET	ACTUAL	(OVER)/ UNDER	BUDGET	ACTUAL	6 MONTHS PROJECTION	DEPT. HEAD BUDGET	COMMITTEE BUDGET	PROPOSED BUDGET	ADOPTED BUDGET		
02-56910-2100	LAKE PROF SERVICES	(20,000)	(4,950)	15,050	(20,000)	-	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)		
02-56910-2210	LAKE UTIL-ELECTRIC	(3,500)	(2,513)	987	(3,500)	(1,777)	(1,000)	(3,500)	(3,500)	(3,500)	(3,500)		
02-56910-2230	LAKE UTIL-TELEPHONE	(800)	(614)	186	(800)	(511)	(400)	(800)	(800)	(800)	(800)		
02-56910-3200	LAKE PUB & SUBSCRIPTION	-	-	-	-	(750)	-	-	-	-	-		
02-56910-3250	LAKE ASSN DUES	(750)	(750)	-	(750)	-	-	(750)	(750)	(750)	(750)		
02-56910-3300	LAKE TRAVEL	(500)	(289)	211	(500)	-	-	(500)	(500)	(500)	(500)		
02-56910-3350	LAKE TRAINING	(500)	(301)	199	(500)	(121)	-	(500)	(500)	(500)	(500)		
02-56910-3400	LAKE OPERATING SUP	(500)	(84)	416	(500)	(500)	-	(500)	(500)	(500)	(500)		
02-56910-3500	LAKE REPAIR & MAINTENANCE	(15,000)	(297)	14,703	(15,000)	-	(14,000)	(15,000)	(365,000)	(365,000)	(365,000)		
02-56910-5100	LAKE LIABILITY INSURANCE	(800)	(658)	142	(800)	(680)	-	(800)	(800)	(800)	(800)		
02-56910-5110	LAKE PROPERTY INSURANCE	(1,000)	(1,013)	(13)	(850)	(895)	-	(1,000)	(948)	(948)	(948)		
02-56910-5120	LAKE WORKER COMP INSURANCE	(300)	(232)	68	(300)	(268)	-	(300)	(284)	(284)	(284)		
	OPERATIONS TOTAL	(43,650)	(11,701)	31,949	(43,380)	(5,500)	(35,400)	(43,650)	(393,582)	(393,582)	(393,582)		
02-51910-3400	MISCELLANEOUS	-	-	-	-	-	-	-	-	-	-		
02-57331-8300	LAKE OUTLAY EQUIPMENT	-	-	-	(25,000)	(15,000)	(10,000)	-	-	-	-		
	MISCELLANEOUS TOTAL	-	-	-	(25,000)	(15,000)	(10,000)	-	-	-	-		
	LAKE DISTRICT TOTAL EXPENDITURES	(57,536)	(24,385)	33,150	(84,861)	(20,500)	(61,824)	(59,407)	(410,389)	(421,657)	(421,657)		
	LAKE DISTRICT NET REVENUE OVER EXPENDITURES	0	36,489	-	(1)	16,853	(11,030)	453	41,471	31,201	31,201		
	FUND BALANCE	283,353	283,353	-	319,842	319,842	336,694	325,665	(300,000)	(300,000)	(300,000)		
	LAKE DISTRICT FUND BALANCE	283,353	319,842	-	319,841	336,694	325,665	326,118	67,135	56,866	56,866		

385,000

Handwritten notes:
 Golden Sands - 9934.00
 S/1/2024 - 11250.00
 Dam inspection - 5,000.00
 Insurance District - 4,100.00
 Budgeting - 381,627.00
 25,184.00
 356,443.00



GOLDEN SANDS RESOURCE CONSERVATION & DEVELOPMENT COUNCIL, INC.
Conservation That Works!

1100 Main Street, Suite #160, Stevens Point, WI 54481 | (715) 343-6215 | goldensandsred.org
A 501(c)3 non-profit conservation organization

7934⁰⁰

AGREEMENT
City of Tomah (Tomah Lake) &
GOLDEN SANDS RC&D COUNCIL. INC.

This contract entered into by and between the City of Tomah and Golden Sands Resource Conservation & Development Council, Inc. (hereinafter referred to as Golden Sands) for the purpose of a 2025 Curly Leaf Pondweed (CLP) Project and Point Intercept (PI) Survey at Tomah Lake in Monroe County. The City of Tomah agrees to pay Golden Sands up to **\$7,934.00** for work performed in carrying out the 2025 CLP project and PI survey. Project Budget is attached starting on page 2. These costs include labor, equipment, mobilization and direct costs to complete this project. If extra mobilization is required because of weather or other environmental factors, additional mobilization charges may apply.

Golden Sands agrees to:

- Perform a spring 2025 visual survey of CLP and map all populations found. Provide maps and summary to the city of Tomah.
- Perform a summer 2025 aquatic plant PI survey to provide updated plant data. Enter all data and provide a summary to the city of Tomah and WDNR.
- Provide a final invoice 60 days following project completion..

The City of Tomah agrees to:

- Pay Invoices within 30 days of receipt.

Sennifer Glad

4/12/2024

Executive Director, Golden Sands RC&D Council, Inc.

Date

[Signature]

Signature

7/17/2024

Date

Kirk L. Arity SET Chairperson

Print Name and Title of authorized representative for City of Tomah

We are a 501(c)3 non-profit conservation organization celebrating over 50 years of solutions for a healthy environment and economy. Serving the Wisconsin Counties of Adams, Columbia, Green Lake, Waushara, 4, Eau Claire, Marathon, Marquette, Monroe, Portage, Taylor, Waupaca, Waushara, Wood

PROJECT BUDGET

2025 CLP Survey

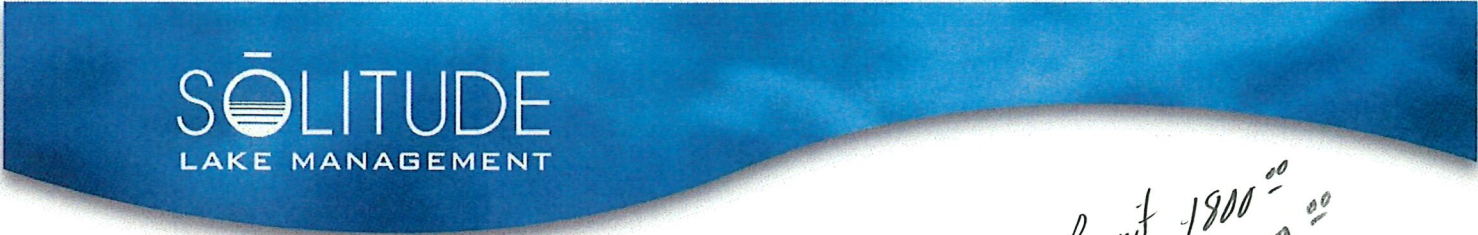
Expenses	Amount of Expense
Labor: Travel, field work, reporting, & equipment decontamination* (2 staff)	\$1,650
Boat	\$300
Equipment	\$50
Mileage	\$107
Fuel	\$15
Total Project Expense	\$2,122
* Decontamination of equipment is required	

2025 Point-Intercept Survey

Expenses	Amount of Expense
Labor: Travel, field work, reporting, & equipment decontamination* (2 staff)	\$3,850
Boat	\$900
Equipment	\$50
Mileage	\$107
Fuel	\$30
Lodging & meals	\$648
Total Project Expense	\$5,585
* Decontamination of equipment is required	

Combined Total Project Expense

Expenses	Amount of Expense
CLP Survey Total Project Expense	\$2,122
PI Survey Total Project Expense	\$5,585
Total Project Expense	\$7,707



*Permit 1800⁰⁰
15 acres 9450⁰⁰
\$ 11,250*

SERVICES AGREEMENT

PROPERTY NAME: **Lake Tomah**
CUSTOMER NAME: **Lake Tomah**
SERVICE DESCRIPTION: **Aquatic Curly Leaf Control**
EFFECTIVE DATE: **February 2025 until September 2025**
SUBMITTED TO: Jim Bonebrake
SUBMITTED BY: Christopher Broch

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.
5. **TERM AND EXPIRATION.** This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.



6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.



11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.
13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.
17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.
18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.



19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Lake Tomah

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – SCOPE OF SERVICES

Task 1 Permitting:

SOLitude staff will be responsible for the following:

Cost included in contract.

1. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable between the months of **February through April.**
2. Attending any public hearings or meetings with regulators as required in support of the permitting process.
3. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
4. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.
5. Customer would be responsible for providing copies of APM Permit Application to all riparian owners.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.
 - f. When treatment via boat is necessary, access via pickup truck and boat is required in order to provide applications to the pond/lake.
 - g. Any issues, problems, or lack of results must be brought to Solitude's attention within 7-10 days after application.



Optional Treatments

Upon request of needed services, an addendum will be sent for signature.

Task 2 Aquatic Curlyleaf Pondweed Control:

1. Any growth of Curly-leaf Pondweed found in permitted acreage during the requested application (April thru September) shall be treated and controlled through the application of an appropriate aquatic contact herbicide.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.



6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



SCHEDULE B – PRICING SCHEDULE

Total Price: \$1,800 (Permit application). Price is valid for 60 days from the Effective Date.

Task #1: WDNR APM Permit Application (January thru April) \$1,800 (one time upfront cost) obtained by Solitude.

Optional Treatments

Upon request of needed services, an addendum will be sent for signature.

Task 2: **First fifteen (15) acres** of Curlyleaf Pondweed Control would cost **\$630 per acre based on 4 foot average depth.** Total fee for the first 15 acres at 4 foot average depth would be **\$9,450.00***. Additional acres will be treated upon the request of Board members of Lake Tomah at a cost of \$630 per acre at a 4 foot average depth. If the depth increases for any acreage, an additional \$63 foot per acre would be charged in addition to the \$630 per acre base.

*Cost includes mobilization and labor costs for treatment for over 15 acres.

BID TABULATION

Project: 2025 Lake Tomah Forebay Cleaning; City of Tomah
 Engineer's Project Number: TO 149 Bid Deadline: February 26, 2025 at 3:00 p.m. local time

ITEM NO.	DESCRIPTION OF WORK	QUANT.	BID UNITS	PRE-BID ESTIMATE		Gerke Excavating, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID							
1	Excavation and Disposal of Lake Tomah Forebay Sediment	1	lump sum	\$ 400,000.00	\$ 400,000.00	\$ 271,565.00	\$ 271,565.00
2	Clearing and Grubbing	1	lump sum	\$ 15,000.00	\$ 15,000.00	\$ 6,580.00	\$ 6,580.00
3	Site Restoration	1	lump sum	\$ 50,000.00	\$ 50,000.00	\$ 40,661.00	\$ 40,661.00
4	Erosion Control	1	lump sum	\$ 15,000.00	\$ 15,000.00	\$ 37,637.00	\$ 37,637.00
	Base Bid Total				\$ 480,000.00		\$ 386,443.00
ALTERNATE BID							
A1	Add/Deduct for Extension of Substantial Completion Date to December 31, 2026	1	lump sum	\$ (2,500.00)	\$ (2,500.00)	\$ (10,000.00)	\$ (10,000.00)