



AGENDA FOR COMMON COUNCIL

A Common Council meeting will be held on **Monday, October 19, 2026 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:

1. Pledge of Allegiance
2. Roll Call

ANYONE DESIRING TO APPEAR TO COUNCIL: *Those that desire to address the City Council must state their name, address, deliver their comments in accordance with the City of Tomah Rules of Order, and will be limited to three minutes.*

MAYOR:

3. Employee of the Month: Adam Robarge
4. Monthly Update

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

- [5.](#) Approval of Minutes from September 21, 2026

- [6.](#) Approval: Temporary Class "B" Beer License Application by Tomah Fire Association for Hunter's Night Out event on November 7, 2026

LAKE COMMITTEE:

- [7.](#) Approval: Purchase of Fountain Aerator

APPOINTMENTS:

- [8.](#) Approval: Appoint Daniel Crego as an election official for the 2026-2027 term.

GENERAL:

9. Approval: Award of submitted proposal and authorization for negotiation on Property G

ADJOURN:

10. Adjourn to closed session pursuant to Wis. Stat. 19.85 (1):

Common Council – October 19, 2026

(c) Considering employment, promotion, compensation or performance evaluation data of any public employee to discuss staff and compensation for:

-Approval: Wage for the promotion from Patrol Officer to Sergeant.

- Approval: Police Administrative Manager, Police Administrative Specialist, Emergency Services Administrative Manager, Public Works and Utilities Office Manager, and Human Resources Manager Job Descriptions

(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved

-Update regarding active litigation cases

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 Nicole Jacobs, City Clerk, at 819 Superior Avenue, Tomah, WI 54660.

MINUTES FOR COMMON COUNCIL MONDAY, SEPTEMBER 21, 2026

Call to Order, Pledge of Allegiance, Roll Call

Mayor Paul Dwyer called the Common Council Meeting to order on Monday, September 21, 2026, at 6:30 p.m. in the Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI. After the Pledge of Allegiance, City Clerk Nicole Jacobs took roll call. Present: John Glynn, Paul Dwyer, Richard Yarrington, Daniel Crego, Travis Scholze, Nellie Pater, Shawn Zabinski, Dean Peterson, and Mitchell Koel. Absent: None. Also present: Steve Sarvi, Tim Adler, Joe Protz, Pam Buchda, Charlie Handy, Penny Precour, Brandy Leis, and Nicole Jacobs. The meeting was available via Zoom and was recorded by Hagen Sports Network. All motions are unanimously approved unless otherwise noted.

ANYONE DESIRING TO APPEAR TO COUNCIL:

Linda Hanson, a resident of Tomah, appeared before the council on behalf of her brother, Albert Frye. Ms. Hanson presented information to the council regarding a school safety concept titled Smart School Shield.

MAYOR:

Employee of the Month

Mayor Dwyer announced that Detective Paul Sloan was chosen by the department heads as August 2026 Employee of the Month. Sloan was not present at the meeting.

Monthly Update

Mayor Dwyer informed the council that the vacant City Administrator position has been filled by Mr. Steve Sarvi and the new City Treasurer, Mandy Wagner will begin Tuesday, September 22, 2026. He wished them both good luck.

CONSENT AGENDA:

Motion by J. Glynn, second by D. Crego, to approve the consent agenda. Motion carried. (R. Yarrington, S. Zabinski opposed.)

Approval of Minutes from August 17, 2026

Approval: Authorization for Parks and Recreation to apply for Nielson Family Foundation grant

Approval: Authorization to increase the per capita rate for the Tomah Area Ambulance Service by \$1.00 in 2027, taking it from \$20.00 to \$21.00

Approval: Special Beer & Wine Permits for Tomah Chamber Foundation to be used at the Tomah Kriskindlmarkt

Approval: Special Event Cabaret License for Tomah Chamber Foundation pending acceptable reports from Zoning, Fire, and Police Department

Approval: Façade Improvement Grant Program Application 1-2026 in the amount of \$20,000

COMMITTEE OF THE WHOLE:

Approval: Reclassification and job description revision of Zoning Administrator to Economic Development and Zoning Director

Motion by M. Koel, second by R. Yarrington, to approve the reclassification and job description revision of Zoning Administrator to Economic Development and Zoning Director. Motion carried.

Approval: Annexation Ordinance for 2396 State Highway 16

Motion by S. Zabinski, second by T. Scholze, to approve the Annexation Ordinance for 2396 State Highway 16. Motion carried.

Approval: Annexation Ordinance for Jefferson Street, Parcel #020-01216-0000

Motion by R. Yarrington, second by S. Zabinski, to approve the Annexation Ordinance for Jefferson Street, Parcel #020-01216-0000. Motion carried.

Approval: Adoption and Resolution supporting CDI Grant for Brieske Properties

Motion by M. Koel, second by J. Glynn, to approve the Adoption and Resolution supporting CDI Grant for Brieske Properties. Motion carried. (Yarrington opposed.)

Discussion and Possible Action on Department Director Reports

Motion by M. Koel, second by D. Peterson, to bring back department heads giving brief three-minute oral reports. Alderperson Crego said he would be in favor of bringing it back and he looks at it as a good thing. Alderperson Glynn said he doesn't mind if each director picks one or two bullet points to speak about, but not thirty. Glynn explained as a reminder to everyone that the packet and reports are on the website if anyone needs more information. Alderperson Scholze explained that when the council went away from oral reports, it made him read the reports more. He added the written reports are done well with a lot of information, and he would encourage the public to read them. Motion carried.

PUBLIC WORKS AND UTILITIES COMMISSION:

Common Council Meeting – September 21, 2026

Approval: Part-time Personnel

Motion by R. Yarrington, second by T. Scholze, to approve a part-time personnel member for Public Works and Utilities. Director Leis explained his front office is currently too short-staffed when one employee is out of the office. Motion carried.

APPOINTMENTS:

Approval: Appointment of Melissa Dubois and Christopher S. Amundson as election officials for the 2026-2027 term

Motion by M. Koel, second by S. Zabinski, to appoint Melissa Dubois and Christopher S. Amundson as election officials for the 2026-2027 term Motion carried.

GENERAL:

Approval: Professional services agreement with Ehlers & Associates, Inc. for budget model development and training at a rate of \$250.00 per hour, not to exceed \$10,000, and to authorize the City Administrator to execute the agreement on behalf of the City of Tomah

Motion by T. Scholze, second by S. Zabinski to approve the professional services agreement with Ehlers & Associates, Inc. for budget model development and training at a rate of \$250.00 per hour, not to exceed \$10,000, and to authorize the City Administrator to execute the agreement on behalf of the City of Tomah. Motion carried.

Discussion and Action regarding 2027 Shared Ride Taxi Service contract with Abby Vans Inc.

Motion by J. Glynn, second by D. Crego to authorize the city administrator and staff to modify the hours of the shared ride taxi service contract effective January 2027. Administrator Sarvi presented three possible choices to the council to include continuing with the contract as it is now, modifying the contract effective January 2027, or ending the service on December 31, 2026. If it is decided to end the contract, written notice of non-renewal must reach Abby Vans by October 2. Sarvi presented a summary of facts to the council, recommending the council approve cutting hours with the least amount of ridership. The city would then look at cutting services between 1 and 5 a.m. and reallocate those hours to weekdays during higher ridership hours. Alderperson Scholze felt that 24-hour coverage is not fiscally responsible. His feeling was that there are currently long waiting times, which will probably improve if the city moves hours to where they'd be better used. The final contract will come back to council for approval at a later date. Motion carried.

Discussion: Ordinance Amending Article IX of Chapter 44 of the City of Tomah Municipal Code Creating Division 1 through 3 Regarding Bicycles, Electric Bicycles, E-Motos, Electric Scooters, and Gas-powered Bicycles

Motion by T. Scholze, second by J. Glynn to wave first verbatim reading. No discussion. Motion carried.

Motion by T. Scholze, second by R. Yarrington to wave second verbatim reading. No discussion. Motion carried.

Motion by T. Scholze, second by J. Glynn, to adopt the Ordinance Amending Article IX of Chapter 44 of the City of Tomah Municipal Code Creating Division 1 through 3 Regarding Bicycles, Electric Bicycles, E-Motos, Electric Scooters, and Gas-powered Bicycles. Attorney Precour gave a synopsis of the proposed ordinance stating the city wants to regulate the use of electric bicycles and E-motos in city limits as the city wants to encourage residents to have fun, but in a safe and responsible manner. Motion carried.

ADJOURN:

Adjourn to Closed session Pursuant to Wis Stat § 19.85(1):

Motion by M. Koel, second by D. Crego, to adjourn to closed session under Wis Stat § 19.85(1) as listed on the agenda. Motion carried. Meeting adjourned to closed session at 7:24 p.m.

(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved

- Update regarding active litigation cases

Adjourn Meeting

Motion by D. Peterson, second by N. Pater to adjourn the meeting at 7:36 p.m. Motion carried.

Respectfully submitted,

Nicole Jacobs, City Clerk

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

A special temporary Class “B” Beer License Application has been filed by the Tomah Fire Association to sell beer during the “Hunter’s Night Out” event being held on November 7th, 2026.

Summary and Background Information:

(Appropriate Documentation Attached)

Tomah Fire Association has made application for a temporary Class “B” Fermented Malt Beverage License so they can sell fermented malt beverages during the Hunter’s Night Out event being held in the gold building of the fairgrounds at Recreation Park, 1625 Butts Avenue, Tomah, WI 54660, on November 7th, 2026.

Fiscal Note:

The revenue generated to the City of Tomah by issuance of this license is \$10.00.

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 Class “B” Beer License for Tomah Fire Association to be used at the Hunter’s Night Out event, being held on November 7th, 2026, at Recreation Park.

Respectfully submitted by:

Nicole Jacobs

Committee: Committee of the Whole & Common Council

Meeting Date: October 13 & 19, 2026

STAFF COMMITTEE PREPARATION REPORT

Agenda Item: Approval to Purchase Fountain Aerator

Summary and Background Information:

The Lake Condo Association is currently seeking a partnership with the Lake Committee to co-fund the purchase of a fountain aerator for the pond, including an equal split of the electrical installation costs near the Covered Bridge.

Concurrently, the Department of Natural Resources (DNR) denied the permit for the Trimarine application at the Butts Park Forebay, leaving \$10,000 in previously budgeted funds unexpended. The Lake Committee proposes reallocating these funds toward the purchase and installation of the fountain aerator.

Lake Association will be responsible for monthly electrical bills going forward.

Recommendation From: Lake Committee

Minutes Attached:

Yes ☒ No ☐

Budget Account: 02-56910-2100

Fiscal Impact: \$10,539.82

Staff Responsible for implementation: Director or Public Works & Utilities

Economic Impact: n/a

Zoning/Rezoning Issues: n/a

Supports Organizational Goals:

Yes ☒ No ☐

Questions from SET: n/a

Grants Pursued/Opportunity Pursued: None

Recommendation:

Recommend approval of reallocating the original funds for the Trimarine application to be used towards the purchase of the fountain and to split of the electrical installation costs.

Brandy Leis
Director of Public Works & Utilities

10/5/26
Date

Committee: Common Council

Meeting Date(s): October 19, 2026

Minutes FOR LAKE COMMITTEE

A Lake Committee was held on **Thursday, September 17, 2026 at 5:00 PM** in the Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.

Call to Order / Roll Call

Roll Call was taken with members Duane Chapman, Kevin Arkeketa, Travis Scholze, Richard Yarrington, and Kim Mello, also present was Director Brandy Leis.

Approve Minutes

Motion by Yarrington and seconded by Arkeketa to approve the minutes as presented. All ayes. Motion carried.

North American Squirrel Association (NASA)

The North American Squirrel Association (NASA) has requested permission to modify the boat dock at Winnebago Park to resolve accessibility issues with the current ramp. Under the proposal, NASA will assume full responsibility for all associated project costs. The Lake Committee has formally reviewed and approved this request.

Additionally, NASA requested authorization to host a water ski show on the lake during **Squirrelnfest 2027**, which has also received approval from the Lake Committee.

Warden Update

Nothing to report

Kim Mello – Lake Matter Discussion

Kim Mello presented a historical overview of the Lake Committee to the members, outlining past initiatives, strategies, and long-term developments concerning the lake. This briefing served to provide foundational context for current and future committee objectives.

Lemonweir Bank Stabilization

Motion by Arkeketa and seconded by Chapman to recommend to Council to budget \$7500 to split the cost with General Fund in FY2027. All ayes. Motion carried.

Fountain Aerator in Pond – Covered Bridge

The Lake Condo Association is seeking a partnership with the Lake Committee to purchase a fountain aerator in the pond and split the electrical installation cost by the Covered Bridge.

Motion by Arkeketa and seconded by Mello to recommend to the Council the approval of purchase of the pump this year and enter into an agreement with the Lake Association to split the cost of the electrical installation and the City would be responsible for taking the pump in and out on an annual basis. Lake Condo Association will be responsible for monthly electrical bills. All ayes. Motion carried to recommend to the Council.

Excavator Mower

Motion by Arkeketa and seconded by Chapman to recommend to Council to budget the cost of a new excavator mower in FY2027 and splitting the cost with General Fund not to exceed the cost of \$27,423.00. All ayes. Motion carried.

Water Lake Level Transducer Repair

Usemc0 repaired the lake level transducer which resulted in an expense of \$817.00.

Thank you to Friends of Tomah Park

On behalf of the Lake Committee we would like to officially thank the Friends of Tomah Park for their efforts in our community.

Fish Cooling Pond

To support the health of the local fishery, it is recommended to increase lake depth, creating cooler thermal pockets for fish during peak temperatures. The Lake Committee will review and integrate this initiative alongside the scheduled 2029 dredging operations.

Informational Sign Board in Winnebago Park

Motion by Chapman, seconded by Mello, to approve the purchase of the information sign board for Winnebago Park as presented. All ayes. Motion carried. It was noted that the project will be fully funded utilizing the successfully secured Andres grant.

Cattails by Boat Docks

The committee addressed concerns regarding the encroachment of cattails behind the boat docks. Following a discussion, it was determined that the Public Works Street Department crew will assist with the removal and maintenance of the vegetation.

Lake Budget 2027

The committee convened to conduct a preliminary review and discussion regarding the Fiscal Year 2027 budget parameters and departmental allocations to include yearly dam maintenance, fund balance dredge, lake operation salary, etc.

Chairman Updates

No Update

Adjourn

Motion by Yarrington and seconded by Arkeketa to adjourn the meeting at 6:34 pm. All ayes. Motion carried.

Next meeting will be held on November 19, 2026 at 5 pm.



SERVICES AGREEMENT

PROPERTY NAME: Lake Tomah

CUSTOMER NAME: Lake Tomah

SERVICE DESCRIPTION: One Kasco Fountain 2HP installation - Lake Tomah

EFFECTIVE DATE: August 11, 2026

SUBMITTED TO: Nicholas Morales

SUBMITTED BY: Erika Bamberg, Contract and Service Administrator

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. The services provided by Solitude under this Agreement are not intended to, and shall not be construed as, constituting a survey or the practice of surveying. Solitude does not perform professional surveying services.
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.

2026 Kasco 2HP (With Lights) Fountain Installation Services Agreement
 Lake Tomah (22159) - EB
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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]

2026 Kasco 2HP (With Lights) Fountain Installation Services Agreement
 Lake Tomah (22159) - EB
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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
PO Box 85529
Chicago, IL 60689-5529

Please Mail All Notices and Agreements to:

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



SCHEDULE A – FOUNTAIN INSTALLATION SERVICES

Fountain Installation:

1. Company will install the following floating decorative fountain:

1 Kasco VFX Series 8400VFX150 2 HP (240V/1 PH)**

Includes: **150 ft.** of underwater power cable
 C-85 Control Panel
 GFCI Protection
 24-Hour Timer
 Surge Protection
 All labor and parts necessary for proper installation

****Customer must provide a properly sized power source** for the amp load and voltage requirement of the units specified above, and a suitable structure adjacent to the power source to which the control panel will be mounted. Single-phase 240V units will require a 2-pole breaker for fountain control panel electrical connection and must be configured with 3 wire (2 hots + 1 neutral) and 1 ground wire for fountain control panel connection. Solitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.

******The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).**

LED Lighting Installation:

1. Decorative Fountain will include the Kasco Waterglow Fountain **LED6C11-150** Lighting.

Package Includes:

6-light LED fixture
11 watts per fixture
 910 lumens per fixture
 3,000K temperature per fixture
 Durable design features 1-piece composite housing
 Lens is secured with a robust weld, ensuring a leak-free assembly
 Blue, amber, red and green lenses included with each kit
150 ft. of underwater power cable
 All labor and parts necessary for proper installation

Manufacturer Warranty:

1. Manufacturer warrants the motor, float, cord and control panel on all 240V **2HP fountains for three (3) years** from the date of installation against any defects on the motor, float, cord and control panel.
2. Manufacturer warrants **LED for two (2) years**, from the date of installation against any defects in materials and
3. The manufacturer's warranty warranty will be voided if:



- a. Any person not specifically authorized by the manufacturer performs any service, repair, or other work to the fountain/aeration system.
- b. The fountain system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

SOLitude Lake Management Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Company warrants all labor for the fountain/aeration system for a period of **ninety (90) days** from the date of installation.
3. The Company warranty will be voided if:
 - a. Any person not specifically authorized by Company performs any service, repair, or other work to the fountain/aeration system.
 - b. The fountain/aeration is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.
4. The customer will be responsible for shipping charges to return the items for evaluation and repair in the event the items are not covered by the warranty. The customer will be responsible for repair or replacement costs, along with the return shipping and labor associated with SOLitude Lake Management.

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.

2026 Kasco 2HP (With Lights) Fountain Installation Services Agreement
 Lake Tomah (22159) - EB
 Page 8 of 8

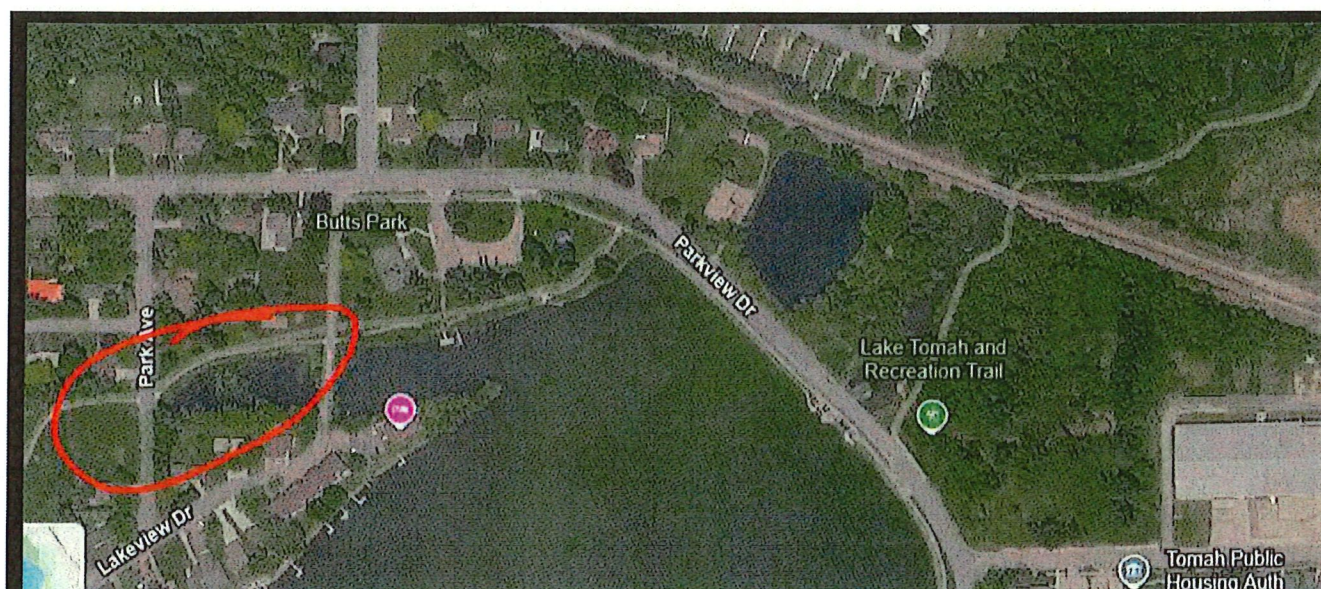


SCHEDULE B – PRICING SCHEDULE

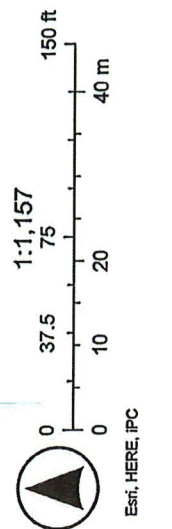
Total Price: **\$9,128.82** Price is valid for 60 days from the Effective Date

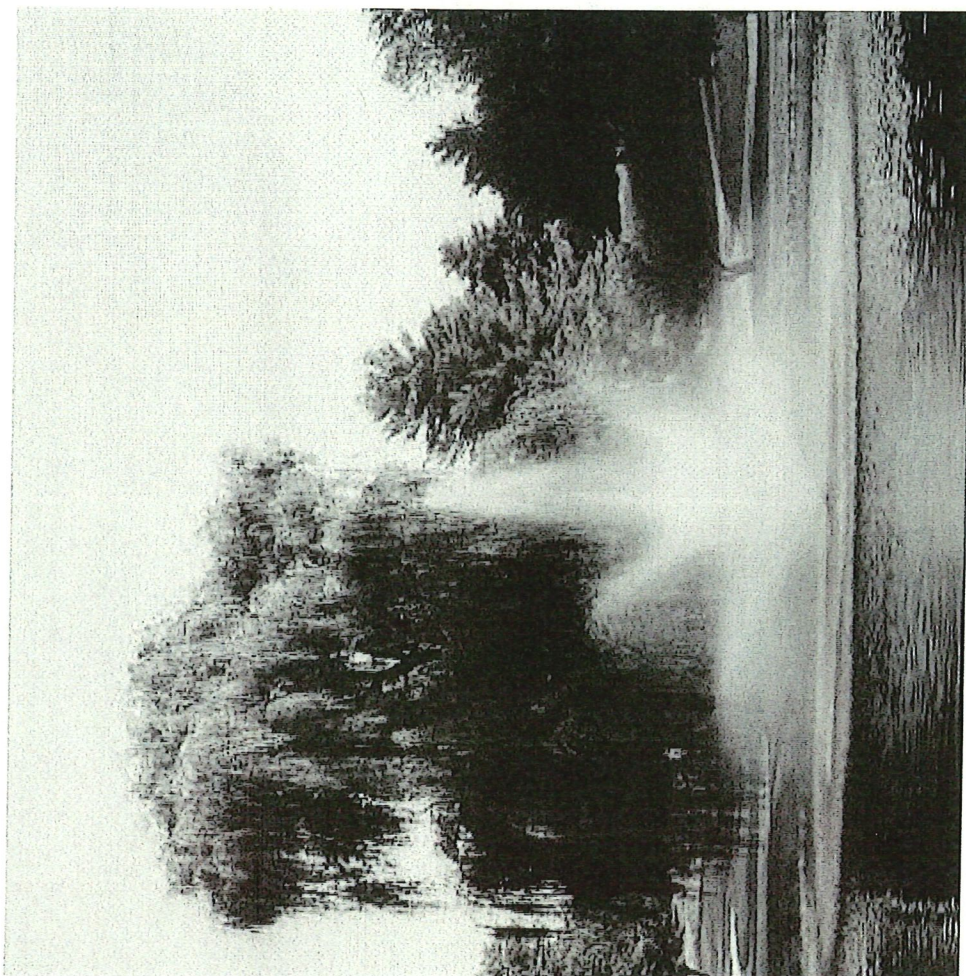
Due upon execution of this Agreement: 50% of the Total Price

Due upon completion of the services: remaining 50% of the Total Price



$$\begin{array}{r}
 \text{Grey } 2822.00 \div 2 = 1411 \\
 + 9,128.82 \\
 \hline
 = 10,539.82
 \end{array}$$





Balsum

GRAY ELECTRIC LLC

Estimate

N4703 Hwy 12-16 Mauston 608-847-6209
 Mauston, WI 53948 Tomah 608-372-4433
 GrayElectricLLC.com

Date	Estimate #
9/1/2026	12050

Name / Address
City of Tomah 819 Superior Ave. Tomah, WI 54660

Job Location
City of Tomah 819 Superior Ave. Tomah, WI 54660

Description	Total
Park Ave Pond Power 1. Connect to the exiting electrical pedestal and bury 1 - 20 amp / 120 volt circuit and 1 - 20 amp / 240 volt circuit to the pond shore. 2. Install a GFCI outlet to power the 1/4 HP compressor. 3. Install a disconnect and hard wire the 2HP fountain.	2,822.00
NOTICE OF LIEN RIGHTS.... As required by the Wisconsin construction lien law, electrical contractor hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned electrical contractor, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Electrical contractor agrees to cooperate with the owner and owner's lender, if any, to see that all potential lien claimants are duly paid.	\$2,822.00

Authorized Signature

1.5% interest charge (18% annual rate) on all accounts not paid within 30 days of billing date.
 NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL --- The above prices, interest charges, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted Signature: _____

Date of Acceptance: _____

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Appointment of 2026-2027 Election Official

Summary and Background Information:

Per State Statute 7.30(4)(a), election officials must be nominated to the governing body by the Mayor. Terms commence on even numbered years and end on December 31 of odd-numbered years.

Fiscal Note:

N/A

Recommendation:

It is recommended that the Common Council appoint Daniel Crego as an election official for the 2026-2027 term.

Respectfully submitted by:

Nicole E. Jacobs

Committee: Common Council

Meeting Date: October 19, 2026