



MEETING NOTICE: AGENDA FOR COMMON COUNCIL AND REORGANIZATIONAL MEETING

A Common Council and Reorganizational Meeting meeting will be held on **Tuesday, April 19, 2022 at 6:00 PM** in the **Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.**

*****PLEASE NOTE THAT THE COMMON COUNCIL WILL GO INTO CLOSED SESSION AT 6:00 P.M. IF NECESSARY, THE COUNCIL WILL RECONVENE TO CLOSED SESSION IMMEDIATELY FOLLOWING THE REGULAR SESSION. *****

Join Zoom Meeting:

<https://zoom.us/j/7689466740?pwd=dEdLR2hXK0ZYMk1qNU5vNFJwMzdSZz09>

Meeting ID: 768 946 6740 Password: Tomah2020

Dial by your location +1 312 626 6799 US (Chicago)

CALL TO ORDER – PLEDGE OF ALLEGIANCE – ROLL CALL

Adjourn to Closed Session

- A. Adjourn to Closed Session Pursuant to State Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties

Anyone Desiring to Appear before the City Council:

2. Request to Appear - Col. Michael Poss, Fort McCoy Garrison Commander

APPOINTMENTS:

City Attorney

Elect President of the Council

Elect Vice-President of the Council

Designate Official Newspaper

Appoint Weed Commissioner

Committee of the Whole

Police & Fire Commission

Parks & Recreation Commission

Planning Commission

Housing Authority

Community Development Block Grant Committee

Board of Appeals

Emergency/Management Committee

Board of Review

Ambulance Commission

Common Council and Reorganizational Meeting – April 19, 2022

Library Board

Joint City/School Committee

Convention & Visitors Bureau

Tomah Senior and Disabled Services Board

Lake Committee

Ethics Board

Long Range Planning Committee

Historic Preservation Commission

Designate Hagen Sports Network as Broadcaster of the City Council & Committee of the Whole Meetings

REPORTS

Mayor

SET Report

- [1.](#) SET Report
- [2.](#) Resolution Authorizing SET Chairperson to Purchase Property

Public Safety

- [3.](#) Monthly Fire and EMS Report
- [4.](#) Fire and EMS Annual Report

Library

Senior & Disabled Services

- [5.](#) Senior & Disabled Services Department Report

Planning & Building Inspection

- [6.](#) March Permit & Code Enforcement Reports

Chamber/Convention & Visitors Bureau

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

- [A.](#) Approval of Minutes from March 15, 2022
- [B.](#) Monroe County Support Services (MCSS) extending hours of operation at the Monroe County Fair Beer Garden on Friday, July 29 and Saturday, July 30, 2022 at Recreation Park
- [C.](#) Application for Class “B” Fermented Malt Beverage License for Cantina 5 Sports Bar INC
- [D.](#) Renewal of “Class A” Liquor, and Class “A” Fermented Malt Beverage Licenses, “Class A” Liquor Beverage Licenses, “Class B” Liquor, and Class “B” Fermented Malt Beverage Licenses, Class “B” Fermented Malt Beverage Licenses, “Class C” Wine Beverage Licenses
- [E.](#) March 31, 2022 Cash and Investments Report

COMMITTEES:

Committee of the Whole

- [6.](#) Resolution for Police Department Temporary Staff Increase
- [7.](#) Request to Reduce Building Fee Permit for the Boys and Girls Club

Common Council and Reorganizational Meeting – April 19, 2022

- [8.](#) Ordinance Amending Section 2-2 of the City of Tomah Municipal Code 1st Reading, 2nd Reading, Adoption
- [9.](#) Approval of Vandewalle contract for Planning Services
- [10.](#) Approval of Emergency Service Building Bid Package as Recommended by Keller, Inc. and financial discussion
- [11.](#) Approval of Interim Financing for 2022 Capital Projects
- [12.](#) Approval of Agreement Between City of Tomah and Invoice Cloud, Inc.
- [13.](#) Resolution for Payment of Monthly Bills
- [14.](#) Approval of Temporary Rental Contract for 1004 Superior Ave

Public Works and Utilities Commission

- [15.](#) Approval of roadway function classification change

GENERAL:

- [16.](#) Approval of Election Tally Report for April 5, 2022

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.



819 Superior Ave
Tomah, WI 54660
Phone: (608) 374-7420
Fax: (608) 374-7424

CITY OF TOMAH – REQUEST TO APPEAR BEFORE COMMITTEE

This form must be submitted to the appropriate department head at least ONE WEEK PRIOR to the scheduled date of the Committee/Council meeting. This is to ensure that the requested item is placed on the agenda prior to the agenda being sent out.

Date: 5 April 2022

Name: Col. Michael Poss, Fort McCoy Garrison Commander

DBA (if applicable): _____

Address: 100 E. Headquarters Road, Fort McCoy, WI 54656

Phone #(s): 608-633-7557 (Chris Hanson Public Affairs mobile)

Email Address: christopher.r.hanson2.civ@army.mil

Committee Name(s): Tomah City Council

Committee Date(s): 19 April 22 (April 2022 City Council Date)

Agenda Item and Description/Explanation of Request (Use back side of form if needed. Attach any other pertinent information to this form):

Col. Poss would like to provide the Council with State of the Installation update, as well as thank the community during the Month of the Military Child (April), a national observance from the Department of Defense. This will be Col. Poss' last appearance before his change-of-command in July.

POC: Chris Hanson, Fort McCoy Public Affairs Office - 608-633-7557 - email above

FOR OFFICE USE ONLY:

Received by: _____

Date received: _____



**819 Superior Ave.
Tomah, WI 54660**

SET Report

Some of the highlights are as follows:

1. Shane and I attended a tour of the Ft. McCoy facility.
2. SET team analyzed the financial impacts related to the Public Safety Building.
3. Evaluation of contracting services for the assessor and zoning administration.
4. Facilitate the Interim replacement at the TPHA.

Kirk Arity

Chairperson Senior Executive Team

RESOLUTION OF CITY COUNCIL OF CITY OF TOMAH

The City Council of the **CITY OF TOMAH**, a Municipal Corporation (the “City”) approve the following actions:

RESOLVED: That the City is a valid and existing Municipal Corporation since the time of its incorporation; and

RESOLVED: The City approves the purchase of 7.91 acres of vacant land (Parcel No. 286-02716-2600) located at 1110 Townline Road, City of Tomah, Monroe County, Wisconsin for the purchase price of \$_____; and

RESOLVED: That the Senior Executive Team Chairperson of the City, Kirk Arity, is authorized and directed for and on behalf of the City to execute and deliver the Offer to Purchase and other such instruments as may be required, and to take such other action in the consummation of the transaction contemplated, as the City Attorney shall deem necessary or desirable.

Dated this 19th day of April, 2022.

CITY OF TOMAH:

By: _____
Michael Murray, Mayor

By: _____
Rebecca Weyer, City Clerk

CITY OF TOMAH PUBLIC SAFETY

MONTHLY REPORT March 2022



Public Safety Director / Fire Chief Tim Adler

TOMAH FIRE DEPARTMENT MONTHLY STATISTICS

MONTH/ YEAR March 2022

FIRE CALLS:

1. **STRUCTURE:** 1 - 1208 Kilbourn Ave.
2. **VEHICLE FIRES:** 0
3. **GRASS:** 0
4. **FALSE ALARMS:** 3
5. **INJURIES:** 0
6. **GOOD INTENT CALLS:** 1
7. **HAZMAT:** 0
8. **OTHER:** 4
9. **MOTOR VEHICLE ACCIDENT/RESCUE:** 2

FIRE INSPECTION HOURS: 49

FIRE SAFETY EDUCATION HOURS: 0

CALLS FOR SERVICE: 0

The Tomah Fire Department has 37 members on the roster. I continue to spend some time on customer supplied equipment for the ESB building. We are working on updating the departments MABAS cards. The department ran 11 calls for service in March. On March 30th the department was dispatched to a structure fire at 1208 Kilbourn Ave. this was a vacant multi-family home, there were no injuries to report. The Fire is under investigation by the Tomah Fire Department, the Tomah Police Department and the State of Wisconsin Fire Marshal's Office. I would like to thank all the help we received also including the Oakdale Fire Department, the Fort McCoy Fire Department, the Tomah Area Ambulance Service, the Wisconsin State Patrol, the Monroe County Sheriff's Office, the Tomah Building and Zoning Inspector, the Tomah Public Works Department, the Monroe County 911 Dispatch Center, WE Energy, Alliant Energy and Kwik Trip for supplying food and drinks to everyone on site.

Yours in Safety

Public Safety Director / Fire Chief

Tim Adler



Tomah Fire Department Staff



Item 3.

Fire Chief

*Tim Adler (33 Years)

Deputy Chief

*Jeremy Likely (16 Years)

Assistant Fire Chiefs

Dale Trowbridge (32 Years)
*Joe Kube (28 Years)
Joe Amberg (32 Years)

Safety Officer

Dave Baggot (23 Years)

Training Officer

*Bob Walker (21 Years)

Fire Fighters

Tim Larkin (47 Years)
Jody Pierce (28 Years)
Roy Gigous (28 Years)
Jerry Steele (21 Years)
*Brad Retzlaff (20 Years)
Scott Woodworth (20 Years)
*Steve Walheim (20 Years)
Cory Lenz (18 Years)
Ron Schneider (17 Years)
*Dave Meyer (17 Years)
Tim Cram (16 Years)
*Chris Semann (11 Years)
*Rob Moake (7 Years)
*Chad Gunder (8 Years)
*Steve Miller (5 Years)
Megan Mickelson (4 Years)
*Phil Gigous (4 Years)
Joe Lenz (4 Years)
*Bret Noltner (4 Years)
Chris Neal (2 Years)
Brandon Mauricio (2 Years)
Mitchell Larkin (1 Year)
*Taylor McMullen (1 Year)
Brandon Sibert (1 Year)

Captains

*Rob Larkin (25 Years)
Charles Muller (20 Years)

Lieutenants

*Jared Tessman (11 Years)
*Tim Ehlers (11 Years)

Rescue Technicians

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

*=Rescue Techs



Tomah Area Ambulance Service Number of Calls by Municipality Monthly Report

March 2022

City of Tomah Total: 205

Town of Adrian Total: 1

Town of Byron Total: 7

Town of Grant Total: 3

Town of Greenfield Total: 2

Town of La Grange Total: 11

Town of Lincoln Total: 4

Town of Oakdale Total: 3

Town of Ridgeville Total: 1

Town of Tomah Total: 6

Village of Oakdale Total: 8

Village of Warrens Total: 9

Village of Wyeville Total: 2

Total: 13

Total Records 276



City of Tomah City Council Meeting – April 19th 2022

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

1. **STAFFING:** We are currently at full staff with five full-time members on each of the three shifts and we currently have fourteen part-time members.
2. **BUILDING UPDATE:** The ESB Bid opening took place on Thursday April 7th.
3. **VEHICLES:** Unit 267 recently hit the 100,000 mile mark, it went in for new brakes, rotors spark plugs/wires along with filters and fluids were changed out. Units 267 and 269 were also both in for replacement of exhaust manifolds. These are somewhat expensive repairs though it needed to be done to keep our fleet running in in good condition. Unit 269 was also in for a drive shaft center bearing and a serpentine belt. Other vehicle were in for general oil changes.
4. **OTHER:** Deputy Chief Robarge and I both went recently went through the (WEM) Wisconsin Emergency Management (PIO) Public Information Officer Class.

Yours in Safety
Public Safety Director / Fire Chief
Tim Adler

Transfer Statistics break down

March 2022 Statistics

Year to Date Calls for Service – 771

- Calls with multiple ambulances – 25

Year to Date Reports Written – 764

Calls for Service in March – 276

- Calls with multiple ambulances – 7

Reports Written in January – 275

Year to Date All Transfers – 293 Requested. Accepted 225, Declined 68 – 76.79%

- Tomah Health ER– Requested 169, Accepted 158. 93.49% Accepted.
- Tomah Health OB & Acute Care – Requested 19, Accepted 18. 94.75% Accepted.
- Tomah VA – Requested 29, Accepted 25. 86.21% Accepted.
- Critical Care Transfers – Requested 20, Accepted 18. 90.00% Accepted.
 - Declined – Whitehall to Gundersen
 - Declined – Moundview (Adams, WI) to Gundersen
- In July 2021, we started documenting transfer request from Tri-State Dispatch (MedCom). In 2022, we have received 60 transfer requests either from Gundersen Hospitals (Vernon, Moundview, Hillsboro, Gundersen, or Mayo Lax) or through Tri-State Dispatch. Of these 60 requests, we have accepted 11.

March Transfers – 113 Requested. Accepted 89, Declined 24.

- Critical Care Transfers - 5
 - Accepted – 4
- Reasons for Turn Down in December
 - On Transfers or 911s / Would Not Wait – 9
 - Medical Necessity – 3
 - Staffing – 2
 - Tomah Health Not Willing to Wait – 1
 - Tomah Health called for a BLS transfer to La Crosse at 0406. We had a crew coming in at 0700 for a scheduled transfer from La Crosse to Tomah. Requested Tomah Health wait until 0700. Tomah Health called Sparta instead.
 - Unknown – 9 (All Surrounding Hospitals)

Mutual Aid

- **Assisted – 3**
 - Wilton Ambulance – 2
 - **Intercept** – Hypoglycemia
 - **Intercept** – Stroke
 - Camp Douglas Rescue – 1
 - **Mutual Aid** – Hypoglycemia
- **Requested –**
 - Fort McCoy – 4
 - **Change of Quarters** – Two on-duty ambulances, one on a transfer, one on a 911 call.
 - **Change of Quarters** – Two on-duty ambulances, both on a 911 call.
 - **Mutual Aid** – Three on-duty ambulances, two on transfers. Initially requested for Change of Quarters, diverted to help third ambulance at cardiac arrest call.
 - **Change of Quarters** – Two on-duty ambulances, one on a transfer, one on a 911 call.

Legal Blood Draws

- **March 5 – (Year to Date – 10)**

TAAS Monthly Statistical Report March 2022

Calls For Service	Cancelled/No Transport	Facility Transfers	Denied Transfers	Salary Stipend
275	58	85	24	\$0.00
1 Year Ago: 251	1 Year Ago: 56	1 Year Ago: 72	1 Year Ago: 9	Yr to Date: \$0.00
Total Miles Driven	Mutual Aid Requests	Incoming Payments	Billed To Patients	Total Bad Debt Collected In 2022
4597	Draw	\$341,582.03	\$408,006.60	\$50,553.25
1 Year Ago: 3954.2	1 Year Ago: 9	Yr to Date: \$742,350	Yr to Date: \$1,371,739	
Billed Medicare	Collected Medicare	Uncollectable-Medicare (30% Retrivable)		
\$150,499.30/JUST NGS	\$46,358.46/JUST NGS	\$136,085.12/JUST NGS		
Yr to Date: \$413,532	Yr to Date: \$121,658	Yr to Date: \$349,037.98		
Billed Medicaid	Collected Medicaid	Medicaid Write-Off		
\$56,520.20/JUST EDS	\$24,575.74/JUST EDS	\$90,196.85/JUST EDS		
Yr to Date: \$204,715	Yr to Date: \$36,184	Yr to Date: \$152,400		
Billed Insurance	Collected Insurance	Write-Off Per Insurance	Collections	Collected Patient
\$105,425.10/also other ngs&eds	\$41,878.17	\$8,386.03	\$37,807.25	\$147,764.52
Yr to Date: \$503,489	Yr to Date: \$101,372	Yr to Date: \$27,284	Yr to Date: \$99,965	Yr to Date: \$209,225
Billed V.A.	Collected V.A.	Outstanding V.A.		
\$95,562.00	\$81,005.14	2020 & Prior	2021	2022 As of 03/31
Yr to Date: \$260,002	Yr to Date: \$273,911	\$1,484.88	\$0.00	\$83,071.80

NOTES:

CURRENT ROSTER EMPLOYEE ROSTER

Number / Job Status	Licensure	Name	Status		Number/ Job Status	Licensure	Name	Status
Full-Time Staff					Part-Time Staff			
1	FT Director	Chief Tim Adler			19	PT Paramedic/CC		
2	FT Bookkeeping	Christi Anderson			20	PT Paramedic/CC		
3	FT Paramedic/CC	Dep Chief Adam Robarge			21	PT Paramedic/CC		
4	FT Paramedic/CC	C.L. Brandon Sibert	A-Shift		22	PT Paramedic	Laura Scharlau	
5	FT Paramedic/CC	Jeremy Schaller	C-Shift		23	PT Paramedic	Isabell Miles	
6	FT Paramedic	C.L. Chris Brigson	B-Shift		24	PT Paramedic	Allen Sheton	
7	FT Paramedic/CC	C.L. Jeremy Becker	C-Shift		25	PT Paramedic		
8	FT Paramedic/CC	Morgan Scharlau	B-Shift		26	PT AEMT	Chris Prindiville	
9	FT Paramedic/CC	Mitch Larkin	C-Shift		27	PT AEMT	Nathan Bronstad	
10	FT Paramedic	Andrew Rinehart	B-Shift		28	PT AEMT	Tim Ehlers	
11	FT Paramedic	Michael Forlines	B-Shift		29	PT AEMT		
12	FT AEMT	Stacy Frost	C-Shift		30	PT EMT	Pete Huneck	
13	FT AEMT	Stacey Zellmer	A-Shift		31	PT EMT	Tom Bailey	
14	FT Paramedic	Bryce Bischel	C-Shift		32	PT EMT	Phillip Gigous	
15	FT EMT	Dawson Dean	B-Shift		33	PT EMT	Rostislav Yerokhin	
16	PT Paramedic	Gus Stephenson	A-Shift		34	PT EMT	Kelsey McGarry	
17	PT AEMT	Sara Moore	A-Shift		35	PT EMT	Brandon Maurico	
18	PT Paramedic/CC	Lisa Hart	A-Shift		36	PT EMT	Katie Karper	
					37	PT EMT	Hayley Kuester	
					38	PT EMT		
					39	PT EMT		

Monthly Invoices March 2022

2900	2/22/2022	Aldtec Software - 2022-0555		\$2,995.00
2900	3/1/2022	DAS Health - Inv. #2036330	X	\$303.00
2230	3/1/2022	Lynxx Networks		\$587.46
3400	2/28/2022	United States Postal Service (stamps)	X	\$58.00
2220	3/4/2022	City W&S		\$124.57
3400	2/21/2022	Zoll Inv. # 3456221		\$343.83
2210	3/1/2022	Alliant Energy		\$384.54
3400	2/28/2022	EPM Inv. 2322255		\$796.00
3500	2/2/2022	Larkins Inv. 80188		\$125.34
3500	2/9/2022	Larkins Inv. 80227		\$1,828.64
3500	2/18/2022	Larkins inv. 80303		\$108.15
2230	2/23/2022	First Net		\$426.13
2900	2/28/2022	DAS Health - Inv. #2037303	X	\$97.03
3400	3/1/2022	Bound Tree Inv # 84424912		\$631.88
3400	3/2/2020	Bound Tree Inv # 84426851		\$297.98
3400	3/1/2022	EPM Inv. 2322736		\$526.06
3400	3/2/2022	EPM Inv. 2323141		\$196.66
3400	3/3/2022	Strobes N More Inv. 252007		\$734.62
3400	2/14/2022	Strobes N More Inv. 250626		\$1,234.35
3400	2/28/2022	Kwik Trip (fuel)		\$3,738.50
3400	3/9/2022	Safe Ship, return lights to Whelen	X	\$24.10
3402	3/7/2022	EPM Inv. 2324297		\$574.96
3500	3/3/2022	Everest Inv. PO6004		\$214.37
2200	3/8/2022	WE Energies		\$261.25
2900	3/7/2022	Guthrie Security - Inv. 994		\$170.00
3400	3/2/2022	Quill Inv. # 23479801		\$49.97
3400	3/2/2022	Quill Inv. # 23479969		\$209.98
3400	3/2/2022	Quill Inv. # 23457810		\$107.97
3350	12/15/2021	UW Health (Pals,BLS,ACLS e-cards)		\$89.00
3402	3/10/2022	EPM Inv. 2325222		\$262.61
3400	3/16/2022	Mississippi Welders - #459840		\$117.50
3402	3/9/2022	Medline.com Inv. # 2201334644		\$168.26
2900	3/21/2022	Image Trend - #134295		\$4,502.04
3500	3/10/2022	Everest Inv. # W03726 unit 269		\$286.21
3500	3/10/2022	Everest Inv. # W03725 unit 266		\$368.43
3500	3/10/2022	Everest Inv. # W03724 unit 267		\$405.89
3400	3/23/2022	Ace Hardware Inv. 603829		\$5.28

3400	3/23/2022	Mississippi Welders - #459863	\$102.41
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ACCT #	DATE	DESCRIPTION & INVOICE #	CREDIT CARD YES	AMOUNT
3400	3/21/2022	Ace Hardware Inv. 603749		\$149.99
3402	3/15/2022	EPM Inv. 2326279		\$268.71
2900	3/10/2022	Canon Financial Services Inc. Copier		\$158.00
3402	3/23/2022	EPM Inv. 2328177		\$1,615.82
3402	3/23/2022	EPM Inv. 2328178		\$58.27
3402	3/23/2022	Bound Tree Inv # 84456911		\$315.48
3402	3/23/2022	Bound Tree Inv # 84456912		\$67.93
3400	3/21/2022	EPM Inv. 2327689		\$1,025.00
3402	3/23/2022	Teleflex inv. # 9505252974		\$677.50
2230	2/21/2022	CenturyLink		\$6.35
		Total		\$27,801.02

TOMAH FIRE DEPARTMENT

ANNUAL REPORT 2021



PUBLIC SAFETY DIRECTOR / FIRE CHIEF TIM ADLER

Tomah Fire Department

"Same Day Service"

FIRE CHIEF Tim Adler

ISO Rating 4

Mission Statement

To minimize the loss of life and property from fire and natural disasters for the citizens of Tomah. This is accomplished through the administration of the fire department, fire inspections, fire safety education and training of personnel.





On behalf of the Tomah Fire Department, I extend a sincere thank you to all those who helped us celebrate our 150th sesquicentennial celebration.

As Fire Chief of the City of Tomah, I am very humbled to have served the City of Tomah for the past 33 years with the fire department and being appointed the Fire Chief 8 years ago. I am honored to have been hired as Tomah's first full-time Fire Chief. I have had the distinct honor to have worked with many great people on both the Police and Fire Commission, the Tomah City Council, past and present Mayors, and City Administrators. Because of the great teamwork the City of Tomah has always made sure we had the finest personnel, equipment, and apparatus to provide the best fire protection that could for our people.

I would like to pay tribute to all the 451 men and women who have served so faithfully and diligently on the fire department, both past and present. To the employers who have cooperated throughout the years by letting their employees have time off from work to fulfill their duties as firefighters. To the families, without your support and understanding we could have never made this happen, the joy of serving the City of Tomah for the past 150 years.

THANK YOU again to all who have helped make this celebration a huge and memorable success.

FIRE CHIEF TIMOTHY J. ADLER

To: Mayor Murray, City Council

From: Public Safety Director / Fire Chief Tim Adler

RE: Annual Narrative

Date: March 1, 2022

The Tomah Fire Department responded to 306 calls in 2021, compared to 280 in 2020. We were called to two (2) structure fires both suffered moderate smoke and water damage.

On 05/02/2021, fire was paged at 5:53pm to 721 W Council Street for smoke coming from the attic. Caller on scene reported, it smelled like something was burning inside the structure. Law enforcement on scene reported, the house was being renovated and construction crews were recently working on a bathroom vent on the first level. Fire department personnel arrived on scene and light smoke was observed coming from the eve's troughs of the structure.

A hydrant line was established to engine 354 using a fire hydrant on the corner of Butts Ave and W Council Street. An entry crew made an initial attack into the structure and a 4-man crew conducted roof operations.

Captain Larkin who ran operations on the roof of the structure used a thermal imaging camera inside a scuttle hole of the attic to detect the cause of the smoke. Captain Larkin located a significant heat source coming from the southeast corner of the residence. Fire department personnel inside the structure removed the ceiling drywall from a first level hallway and bedroom near the southeast corner of the residence. After accomplishing this, firefighter found evidence of burning cellulose insulation in this location and determined this was the location of where the fire had started.

The burning cellulose insulation was removed from the southeast bedroom/hallway ceiling to the exterior of the structure. A 1 ½ inch hose supplied with water from engine 354 was used to water down the burning carpet in the southeast bedroom, as the burning cellulose insulation removed from the ceiling caused the carpet to ignite. Some burnt roof trusses were also removed from the southeast bedroom/hallway ceiling. Once it was determined the fire was out, an investigation to the cause of the fire was conducted by Chief Adler. Chief Adler conducted a visual investigation of the attic space where the burning cellulose insulation and roof trusses were located. In this location, two heavily burnt electrical wires were located in the ceiling/attic area. As for the reason why the two wires would have caused ignition of the trusses and cellulose insulation was undermined. The breaker box of the residence was examined. Three different breakers were found to be tripped. These breakers were labeled 4, 8 and 12.

In conclusion to this investigation, the cause of the fire is believed to be electrical which started in the southeast attic.

On 6/25/2021 Fire was paged out at 07:59 to 402 Council Street for a report of a house on fire. Fire arrived on scene to find a two-story home with heavy smoke coming from the first and second floor. A hydrant just north of the residents and 5"LDH was used to supply engine 354. Fire personnel were advised no one inside the residence, as a single male occupant was at work (Toro). Fire personnel were able to make an initial attack into the residence from the first-floor north entryway. Due to the amount of garbage inside the residents on the floor, fire department personnel had to change entry tactics and repositioned coming through the first-floor east entrance. At the time of initial attack, the second-floor stairway was unreachable due to the collection of garbage in the stairway. The second entry crew was able to locate and contain the fire which started in the first level living room. Once the fire was contained an investigation was conducted to discover the cause of the fire. During our initial entry, heavy trash was found scattered throughout the residence. When investigating the cause of the fire, a burnt pattern was located on the west wall of the living room. At the bottom of the V pattern the source of the fire was discovered to be an electrical outlet which was buried with practically melted trash around it. Around the electrical outlet on the wall was heavy charring. Based on these findings, the source of the fire was found to be electrical started by an outlet on the west wall of the living room. A fake fireplace/Heater was located attached to an extension cord and was believed to be plugged into this outlet. Photos of these findings were taken. A review of the electrical panel was not labeled to show if breaker 12 supplied electricity to the living room/kitchen. No fire was found to have damaged the structural integrity of the residence. Due to fire damage and cleanliness of the residence, the residence was condemned by the city building inspector. All fire personnel cleared the scene at 10:10.

Safety:

We had no injuries reported in 2021. Places where the community can help cut down on fire calls and fires in the city are in the kitchen, where the fire department continues to respond to numerous calls for unattended cooking. These calls can be avoided by staying in the kitchen and to watch what you are cooking and avoid distractions such as phone calls, watching television or cooking while intoxicated.

The City of Tomah has not had a fire related death since June 13th, 1982 (40 years) at the Pizza Villa Fire and we would like to keep that safety record intact. Safety of the city and our staff is the utmost important focus.

Training:

We continue to meet two times per month for fire and rescue training. I also have been providing additional training opportunities to the staff s through our area technical college and the Wisconsin State Fire Fighters convention.

We will continue to train in multiple areas of rescue service including vehicle extrication large and small including farm equipment. We will also have knowledge in building collapse and trench rescue, cold and warm water rescue and other services that may be needed in our community.

Community help:

False alarms continue to be a problem area. Most of the false alarms are associated with alarm system issues, training, and education on new or existing buildings. I will continue to work with building owners and employers and enforce this area. I ask that homeowners work also at maintaining their smoke and carbon monoxide detectors to help reduce the number is nuisance calls.

Current Staffing:

At the current time we have 37 members in our ranks. It seems that we have a stable group of firefighters at this time. I have a plan going into the future to create an Emergency Services Explorers program to help search out younger adults that would like to help in our community.

Inspections:

Fire inspection hours last year were 385 this is down approximately 350 hours due to Covid 19, the State of Wisconsin Department of Safety and Professional Services shut down all Wisconsin Fire Department inspections at two different times. This doesn't include the time I spend on new building construction in the city. I have four part time fire inspectors along with Deputy Chief Likely and myself to conduct these inspections. In a normal year, the hours continue to increase due to the growth in the city, training and new inspectors learning the job along with the number of inspections required by the State of Wisconsin. We performed 1172 inspections annually, this number does not include follow up inspections after violations have been identified. I would like to thank the fire inspectors for their time and dedication they give to our city. They take vacation time away from their full-time jobs to help get the growing number of inspections done. As a reminder I took our fire inspection process and made it paperless six years ago, this is a much better system and does save us time. All required inspections were completed, and we would do well if audited by the Wisconsin Department of Safety and Professional Services. No major problems were noted, and we continue to work with those who do have violations. We will continue to see an increase in hours in this area with the department moving forward developing pre fire plans on the businesses in the city and with the continued growth we are seeing. By doing this it will help ensure the future safety of the citizens, the businesses and fire fighters of Tomah. This will be an area which will require a full-time position in the future as the workload continues to increase.

Fire Safety Education:

Fire safety education didn't happen again this year due to Covid 19. We did distribute out Fire Safety Education materials to all the Tomah Area School District elementary classes for Fire Prevention week which is always the first full week of October. We partner with the National Fire Safety Council program to provide educational booklets for children in grades K through 5. These booklets are paid for by community businesses and I would like to thank them for their contributions. In 2019 I started a new Fire Safety

educational program with the elementary schools utilizing a new Sparky -n- Pumper robotic trainer seen in (Fig 2) this was a great addition to our training program, we got a lot of positive feedback from parents, teachers, and children. It seems that every year we get more kids acknowledging that their families are practicing fire drills in the home. I urge every household to practice fire drills at least twice a year and to ensure that they have working smoke detectors on every level of their home. Smoke detectors also have a lifespan. I encourage every resident to change out their battery- operated smoke detectors if they are older than 10 years old & electric smoke detectors every 15 years. Smoke detector manufacturers make what is called a sealed unit detector these units have a lithium battery that has a life span of 10 years, (Fig 1) these are a great product for the elderly, rental units and people that forget to change out their batteries. Deputy Chief Likely and I have applied for free smoke detectors through the Keep Wisconsin Safe coalition and the American Red Cross and has supplied hundreds of free smoke detectors to the elderly and the less fortunate in the Tomah area, by doing these two things we can stop a tragedy from happening in our community. I also talked to numerous civic organizations and businesses this past year and I believe this is the key to lowering the fire incidents in the city. I also put fire prevention articles in the newspaper and messages on the radio to promote fire safety in the home. We train hundreds of people annually on the proper methods of operating a fire extinguisher with our Bullex Fire Extinguisher Training System (Fig 3).

SMOKE DETECTOR PROGRAM



Figure 1

SPARKY~N~ PUMPER FIRE EDUCATION TRAINER



Figure 2

BULLEX FIRE EXTINGUISHER TRAINING SYSTEM

This unit was paid for by the businesses of Tomah along with grants and donations



Figure 3

- Businesses use this to train their employees
- The fire department trains families at the annual National Night Out Event
- Classes can be set up for schools, organizations, and civic groups

Accomplishments:

Some of the things the Tomah Fire Department has accomplished this past year was the continued training of our rescue service which we have eighteen members of. This is by far the busiest area of the department, and we will continue to train on all levels of service.

Hired a Full-time Deputy Fire Chief

Secured a building site for the Emergency Service Building

Updated the City Emergency Operational Plan

Held our Fire Department 150th Sesquicentennial Celebration

Maintained our Fire Inspection program to the Department of Safety and Professional Services standards.

We had another successful year in fundraising with our annual calendar and hunter's night out event. We continue to raise funds to purchase equipment for the department to keep the burden off the taxpayers.

The Tomah Fire Department along with the Tomah Area Ambulance Service received \$2,500.00 in grants and donations in 2021 from the Frank W. Andres Charitable Trust. We received \$1500.00 from the Thomas B. Earl Foundation, we received \$2000.00 from the WE Energies grant, we received \$1000.00 from the Alliant Energies grant and we received \$10,000.00 from the Department of Natural Resources Forest Protection grant.

Community Support:

The fire department continues its long tradition of helping our community, to name a few things we do annually, participate in both the July 4th and Holiday parades, we oversee safety at the annual fireworks show. We hand deliver free fire department calendars to the residences of Tomah. The fundraising we do each year helps keep the city budget down by not putting all the expenses on the taxpayer. The Tomah Fire Department is part of the Monroe County Mutual Aid System and part of the Monroe County Division 145 MABAS system. These systems are in place so we can help our outline communities and so they can help us in our time of need, it could be for a larger fire or a natural disaster.

Current Building/Apparatus/Equipment Status:

All engines passed annual pump testing. All ladders passed annual inspections. All self-contained breathing apparatus & the air compressor passed annual tests and maintenance and all rescue equipment pass certifications. The Northside station is 48 years old and is showing its age. We continue to maintain the building at its status. When I took the job 8 years ago, I committed to continuous improvement and taking this department in the

direction of being world class and we are moving forward. I had a busy year preparing for the new ESB building that is to be built on 400 N. Glendale Ave.

I would also like to thank the businesses & employers that allow our firefighters and rescue technicians to leave their jobs to answer the community's fire and rescue calls. The City of Tomah & I are grateful for your generosity.

If you have any further questions, feel free to contact me.

Yours in Safety

Respectfully submitted

Public Safety Director / Fire Chief

Tim Adler

TOMAH FIRE DEPARTMENT BIO

The Tomah Fire Department was founded on November 1st, 1871, following the Great Chicago & Peshtigo fires. The department today provides fire suppression, fire inspection and fire safety education services to the nine square mile area of the City of Tomah and its 9,570 citizens, we also serve as the local rescue service for the city and 600 Square miles of the outline area of eastern Monroe County. We are a volunteer paid-on-call department with 37 dedicated firefighters/Rescue Technicians from all types of occupations. The Tomah Fire Department has an ISO rating of 4. The department has twelve pieces of equipment operating out of two stations at their disposal which includes a 2018 Pierce PUC 1500 engine, 2015 Pierce Incident Command unit a 2007 Pierce 75-foot aerial ladder, 1995 Pierce 1750 engine, 1988 General 1250 engine, 1996 Freightliner tender, 2002 and a 1987 brush trucks, 2006 Chevy C5500 Rescue Unit, 1984 GMC hose reel truck, 2014 Ford Explorer Chiefs vehicle and a pontoon boat. There have been 15 men who have worn the hat of fire chief in the 150 years that the department has been in existence and only five since 1922 when it changed to the Fire Chief being appointed. The current Fire Chief is Tim Adler who has served in this capacity since 2014. Deputy Chief Jeremy Likely along with Assistant Chiefs Dale Trowbridge, Joe Kube and Joe Amberg help Chief Tim Adler carry out the day-to-day operations of the department. Safety Officer Dave Baggot, Training Officer Bob Walker, Captains Chuck Muller & Rob Larkin and Lieutenants Tim Ehlers and Jared Tessman round out the command staff of the department. Fire Inspectors Bob Walker, Jerry Steele, Rob Moake and Roy Gigous help Deputy Chief Likely perform over 1200 inspections annually. Twenty-eight brave firefighters' man the hoses for this department. The department averages 250 to 300 calls per year. Just over 450 men & women can say that they have been members of the Tomah Fire Department.

Tomah Fire Department Staff

Fire Chief

***Tim Adler (33 Years)**

Deputy Chief

***Jeremy Likely (11 Years)**

Assistant Fire Chiefs

Dale Trowbridge (31 Years)
***Joe Kube (28 Years)**
Joe Amberg (31 Years)

Safety Officer

Dave Baggot (23 Years)

Training Officer

***Bob Walker (21 Years)**

Captains

Chuck Muller (20 Years)
***Rob Larkin (24 Years)**

Fire Fighters

Tim Larkin (47 Years)
Jody Pierce (28 Years)
Roy Gigous (28 Years)
Jerry Steele (20 Years)
***Brad Retzlaff (20 Years)**
Scott Woodworth (20 Years)
***Steve Walheim (20 Years)**
Cory Lenz (17 Years)
Ron Schneider (16 Years)
***Dave Meyer (16 Years)**
Tim Cram (16 Years)
***Chris Semann (11 Years)**
***Rob Moake (7 Years)**
***Chad Gunder (7 Years)**
***Steve Miller (4 Years)**
***Megan Mickelson (4 Years)**
***Phil Gigous (4 Years)**
Joe Lenz (4 Years)
***Bret Noltner (4 Years)**
Chris Neal (2 Years)
Brandon Mauricio (2 Years)
***Taylor McMullen (1 Year)**
Mitchell Larkin (1 Year)
Brandon Sibert (1 Year)

Lieutenants

***Tim Ehlers (11 Years)**
***Jared Tessman (11 Years)**

Rescue Technicians

Kerwin Greeno (25 Years)
Pat Doyle (25 Years)

*** = Rescue techs.**

Tomah Fire Department 2021 Statistical Report															
	Structure Fires	Vehicle Fires	Grass Fires	False Alarms	Good Intent calls	Calls for Service	Hazmat	Motor Vehicle	Accidents/Rescue	Other	Total Per Month	Fire Inspection Hours	Number of Fire Inspections	Injuries	Fire Safety Education Hours
January	0	0	0	4	3	0	2	6	2	17	3	1	0	0	
February	0	1	0	3	0	1	0	14	4	23	4	3	0	0	
March	0	0	1	5	3	0	1	9	5	24	6	11	0	2	
April	0	1	1	3	0	0	3	9	1	18	45	85	0	3	
May	1	0	1	1	4	0	2	13	6	28	52	92	0	0	
June	1	1	0	6	1	0	1	14	9	33	81	173	0	4	
July	0	0	0	3	1	1	0	15	3	23	22	21	0	0	
August	0	0	0	2	0	0	1	15	5	23	0	11	0	0	
September	0	0	1	6	0	0	1	16	7	31	29	64	0	0	
October	0	0	1	7	1	0	0	10	7	26	25	37	0	18	
November	0	1	0	3	0	0	1	13	4	22	48	52	0	4	
December	0	0	0	3	4	0	5	14	12	38	30	27	0	0	
Total	2	4	5	46	17	2	17	148	65	306	345	577	0	31	

- Note, fire inspection hours and number of inspections were down considerably this year due to the State of Wisconsin Department of Professional Services shutting down fire inspections due to Covid 19.

CITY OF TOMAH

Fire Department

ANNUAL VEHICLE REPORT 2021



Annual Apparatus Maintenance

Weekly vehicle maintenance is done by Firefighters Rob Larkin and Brad Retzlaff on Wednesday evenings. These guys save the city a lot of money on repairs that would regularly go out to a garage. Rob takes care of mechanical problems and Brad takes care of the electrical & electronic problems. All fire department apparatus receives annual oil changes in January or February.

TOMAH FIRE DEPARTMENT

UNIT 350

This unit is a 2014 Ford Explorer

Current Mileage is 156,160

This unit is in Fair Condition.

Notes: This is the Fire Chiefs vehicle that responds to all emergent situations along with daily business, inspections, meetings, trainings, etc. The transmission was switched out with another unit in June of 2021.



TOMAH FIRE DEPARTMENT

UNIT 351

This unit is a 1988 Spartan General (34years old)

Current Mileage is 23,808 Hours: 1714

This unit is in Fair Condition.

Notes: this engine passed annual pump and ladder testing. This is the oldest engine in our fleet, we also use this as our rural response unit and as our second rescue truck.



TOMAH FIRE DEPARTMENT

UNIT 352

This unit is a 2015 Pierce Saber (7 years old)

Current Mileage is 3181 Hours: 471

This unit is in Excellent Condition.

Notes: this unit is used as our incident command unit and hauls much of our equipment. It also has a mobile SCBA fill station unit built into the apparatus.



TOMAH FIRE DEPARTMENT

UNIT 353

This unit is a 2007 General (15 years old)

Current Mileage is 11,492 Hours: 1155 Aerial hours 212

This unit is in very good condition

Notes: this ladder truck passed annual pump and ladder testing. The reach on this ladder is 75'. The batteries were replaced in 2011. The tires will need to be replaced in the next couple of years.



TOMAH FIRE DEPARTMENT

UNIT 354

This unit is a 2018 Pierce Enforcer (4 years old)

Current Mileage is 1,533 Hours: 278

This unit is in excellent condition

Notes: this is our front-line engine. This engine passed annual pump and ladder testing requirements. In 2021 we had some factory recalls taken care of. In the fall of 2021, the front windshield was replaced due to a crack that occurred.



TOMAH FIRE DEPARTMENT

UNIT 355

This unit is a 1995 Pierce (27 years old)

Current Mileage is 13,541 Hours: 1372

This unit is in good condition

Notes: this is our second line engine. This engine passed annual pump and ladder testing. All tires were replaced in 2018. The batteries were replaced in 2019. The pump packing was leaking and was fixed in June of 2005.



TOMAH FIRE DEPARTMENT

UNIT 356

This unit is a 1996 Freightliner (26 years old)

Current Mileage is 52,819

This unit is in good condition

Notes: the rear tires were replaced in January of 2021. The batteries were replaced in 2020. The front tires were replaced in 2008. The water pump was replace in March of 2022. This is our only tender in the fleet, the water capacity is 1900 gallons. This vehicle is used for hauling water to areas that we might struggle to get water to. It is also used for wildland fires and mutual aid calls. Public works occasionally uses this tender to water down streets and is used at the tractor pull and the fair.



TOMAH FIRE DEPARTMENT

UNIT 357

This unit is a 2006 Chevy C-5500 Rescue 4 x 4 (16 years old)

Current Mileage is 20,970

This unit is in good condition

Notes: this is our front-line rescue unit. The brakes were replaced in 2016. The front tires and front-end alignment were done in January of 2019. The rear tires were replaced in December of 2020.



TOMAH FIRE DEPARTMENT

UNIT 358

This unit is a 1987 Chevy ¾ ton (35 years old)

Current Mileage is 66,130

This unit is in good condition

Notes: the pump is in good condition. The tires were replaced in 2010. The battery was replaced in 2017. The head gasket was replaced in the summer of 2005. This apparatus is used for wildland fires.



TOMAH FIRE DEPARTMENT

UNIT 359

This unit is a 2002 GMC 2500 (20 years old)

Current Mileage is 15,332

This unit is in very good condition

Notes: the pump is in good condition. The battery was replaced in 2017. The tires were replaced in 2015 with an off-road style tire to deal with the terrain. The radiator was replaced in 2012 due to a branch impacting the radiator during a wildland fire.



TOMAH FIRE DEPARTMENT

UNIT 362

This unit is a 1984 GMC 3/4ton (38 years old)

Current Mileage is 7,300 (original)

This unit is in good condition for its age.

Note: This utility unit carries one thousand of 5-inch LDH. The tires were replaced in 2018



TOMAH FIRE DEPARTMENT

UNIT History

This unit is a 1935 Buffalo

Current Mileage is N/A

This unit is in show condition and does run.

Note: This unit was purchased new in 1935 by the City of Tomah. The Fire Department organization fundraises to keep this truck in running condition. We recently purchased new tires in 2018 and had the front bumper redone with new chrome in 2007. Ricks certified auto replaced the exhaust system in 2021 as a donation to the department.





2021

ANNUAL REPORT

Public Safety Director / Fire Chief Tim Adler



Our Mission... Our Vision... Our Core Values...

Mission Statement

To provide compassionate quality care and service, which is built upon the foundation of trust and accountability, to meet the needs of the patients and communities we proudly serve through effective partnerships.

Vision Statement

We desire to be the preferred EMS provider in the eyes of our customers, partners, and communities.

Core Values

Professionalism: We will strive to maintain the highest standard of excellence in Emergency Medical Services. Our actions, appearance, and demeanor, need to represent the very best of Tomah Area Ambulance Service and the City of Tomah.

Integrity: We understand that our reputation as a Service must be build and maintained upon the bedrock foundation of trust, honesty, compassion and unshakable ethics.

Confidentiality: We will maintain the highest standards of discretion to uphold the privacy of our customers and fellow employees. We will diligently adhere to all laws protecting confidential health and patient information.

Respect: We will treat our patients, citizens, coworkers, and partners with the dignity they deserve as human beings. We will listen with sensitivity to others viewpoints, striving to hear rather than to judge, using tact and diplomacy to resolve our conflicts.

Accountability: In order to demand the very best from ourselves, we must be willing to be held accountable to higher authority. To be the very best at what we do requires us to honestly evaluate our actions and demeanor, and train progressively with the understanding that someone's life depends on it.



Tomah Area Ambulance Service Staff

Public Safety Director

Tim Adler – 33 years

Deputy EMS Chief

Adam Robarge, CCTP – 20 Years

Crew Leaders:

Brandon Sibert, CCTP	9 Years
Christopher Brigson, CCTP	7 Years
Jeremy Becker, CCTP	3 Years

Public Safety Administrative Assistant

Christi Anderson	2 Years
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Full-Time Staff:

Jeremy Schaller, CCTP	13 Years
Stacy Frost, AEMT	3 Years
Mitch Larkin, CCTP	3 Years
Stacey Zellmer, AEMT	3 Years
Michael Forlines, EMT-P	2 Years
Andrew Rinehart, EMT-P	2 Years
Dawson Dean, EMT-B	1 Year
Morgan Scharlau, CCTP	1 Year
Bryce Bischel, EMT-P	New
Sara Moore, AEMT	New
Augustus Stephenson, EMT-P	New

Part-Time Staff:

Pete Huneck, EMT-B	22 Years
Lisa Hart, CCTP	18 Years
Christopher Prindiville - AEMT	8 Years
Thomas Bailey, EMT-B	3 Years
Isabell Miles, EMT-P	3 Years
Phil Gigous, EMT-B	2 Years
Brandon Mauricio, EMT-B	2 Years
Laura Scharlau, EMT-P	2 Years
Nathan Bronstad, AEMT	1 Year
Kelsey McGarry, EMT-B	1 Year
Rostislav Yerokhin, EMT-B	1 Year
Tim Ehlers, AEMT	New
Katie Karper, EMT-B	New
Hayley Kuester, EMT-B	New



Tomah Area Ambulance Service Bio

Tomah Area Ambulance Service was founded on August 07, 1973, after the City of Tomah took over operation of the ambulance service from the Larkin family. The Larkin family had provided ambulance services to the City of Tomah and the surrounding area for over 20 years. Under the direction of the first Ambulance Director William (Bill) Fox, the service became a volunteer, paid-on-call EMT-Basic service. The ambulance service operated in this capacity until 2013 when the service started the process of transitioning into a Paramedic Service. In September of 2014, the ambulance service started providing paramedic, advanced life support services under the direction of Director Jody Allen. In 2015, the first full-time paramedics were hired which began the transition from a volunteer, paid-on-call service to a full-time, career Emergency Medical Services agency. In 2018, under the direction of Director Randal Dunford, Tomah Area Ambulance Service completed the transition to a career EMS agency with all full-time and part-time staff stationed at and responding to calls from the station. This transition included a full-time staff consisting of the Service Director, an EMS Captain, a Billing Clerk, and 12 field EMS personnel (four on each of three shifts). In October 2020, Director Dunford became the last Service Director when he retired. The City of Tomah placed the ambulance service under the direction of Public Safety Director/Fire Chief Tim Adler and created a Deputy EMS Chief to replace the EMS Captain position. In November 2020, Adam Robarge was selected to fill this position beginning January 01, 2021. In December 2020, the City of Tomah increased the full-time field EMS positions to 15, with the three new positions which were filled in 2021. Tomah Area Ambulance Service completed the upgrade to Critical Care Transport Service in November of 2021, allowing us to provide a higher level of care during interfacility transports.

Today, Tomah Area Ambulance Service serves a population of approximately 19,000 residents and visitors to the City of Tomah and surrounding communities. We provide primary 911 services to an area of approximately 500 square miles in Monroe, Jackson, and Juneau Counties, serving 16 municipalities. As a Critical Care Transport Paramedic, Advanced Life Support service, we provide advanced cardiac life support, advanced airway management, IV initiation and maintenance, medication administration, and mutual aid/intercept capabilities. The ambulance service also provides interfacility transport services to Tomah Health, Tomah VA Medical Center, and surrounding hospitals. Since our transition to a Paramedic Service in 2014, to a Critical Care Transport Paramedic service in 2021, we have seen our call volume increase by over 70% from just over 1,800 calls in 2014 to over 3,000 calls in 2021.

Then to Now



Larkin’s Ambulance

Photo Credit: Mike Larkin



Larkin’s Ambulance

Photo Credit: Mike Larkin



2019 Road Rescue Ford F-550 4 x 4

To: Mayor Murray, City Council

From: Public Safety Director / Fire Chief Tim Adler

RE: Annual Narrative

Date: March 1, 2022

2021 was a changing year for Tomah Area Ambulance Service. Here is a timeline of what had occurred with the service.

1. Full-time Deputy EMS Chief Adam Robarge started his new position on January 1st, 2021.
2. In April, the billing process for the VA Medical Center changed to an electronical process which has helped the billing department in many ways.
3. In May the EMS Fly car was totaled out due to a deer strike. We were unable to replace it for the entire year due to no replacement vehicles being available. We ordered a new 2022 GMC ½ ton pickup in December 2021 to replace this vehicle.
4. In July we received a donation from the Frank Andres Charitable Trust in the amount of \$2500.00 to be used for the design and build of the public safety building training center. This was for both the Tomah Area Ambulance Service and the Tomah Fire Department.
5. In October, the Tomah City Council, with direction from the Tomah Area Ambulance Service Commission, approved an increase in the service's Per Capita Rate of \$2.50. This will take the rate on January 01, 2022, from \$12.50 to \$15.00
6. In October, the Tomah City Council approved to move forward with the ESB building project on the Glendale Ball Park site. The soil boring results came back with no concerns moving the project forward. I continue to work with Keller Inc. getting things ready of this project.
7. On November 1st Tomah Area Ambulance Service completed the upgrade to Critical Care Transport Paramedic service and crews finished the required training. The first Critical Care transport was completed on November 5th.
8. In November, with the approval of the Tomah City Council and direction from the Tomah Area Ambulance Service Commission, we moved forward and ordered a 2022 Road Rescue Ambulance from Everest Emergency Vehicles.

BUILDING: The current building was built in the mid-1990s and was never intended to house a full-time, career EMS service. While we are continuing to maintain the building, we have outgrown its usefulness. We currently have four bedrooms, with two beds in each room. Depending on staffing and the individuals on duty, we are either sleeping two people to a room or staff are sleeping in recliners or in the back of the ambulances. We do not have kitchen facilities which leaves us cooking our meals in a microwave, in a pizza oven, an air fryer, a crock pot, on the grill in nicer weather, or by eating out. We have two single stall/shower bathrooms on the opposite end of the building from our sleeping quarters. As we continue to grow as a professional, career EMS agency, the need for a new facility grows.

We are thankful to the City of Tomah, Tomah Area Ambulance Commission, and our community for supporting the ESB project. We are excited to watch the process move forward and cannot wait to watch the building grow in 2022.

VA BILLING ISSUES: The transition to an electronic billing process in April helped tremendously with the issues we were having with the VA in past years. We continue to have regular phone conference calls with the VA to address our billing issues and we were able to work through most of the outstanding debt from previous years.

FINANCIAL: In 2021 the service cleared an estimate of \$1,292,436.87 above its expenditures. Financially, the ambulance service currently has \$1,799,063.20 in cash fund equity reserves and an estimated total assets of \$2,659,707.99.

PROFESSIONALISM: We continue to strive to improve our professional development within the organization. As with any professional organization, it is only as professional as it is perceived by the employee and, most importantly, the public we serve. Instilling a professional atmosphere within the organization continues to be a high priority of ours.

It is important for all employees of Tomah Area Ambulance Service to understand that they not only represent our organization, but our community as well. Our ambulances are moving billboards representing the City of Tomah and when our personnel are seen in the community, they need to represent the best of this organization.

TRAINING: In 2021, Tomah Area Ambulance Service re-envisioned our department training program as well as our Field Training Program. To improve our in-house training program, we contracted with FOAMFrat to provide online EMS training available to full-time staff members. FOAMFrat is a Wisconsin based company, and its founders and instructors are friends and colleagues of several of our employees. FOAMFrat was utilized to assist in our transition to Critical Care as a refresher. Our Field Training Program was revamped to allow for classroom orientation and a more structured hands-on training and evaluation system. In 2021, we had three employees complete their upgrade to Critical Care Transport Paramedic.

STAFFING: As December of 2021, we had one full-time opening which we were in the process of filling in the beginning of 2022. In total, we have thirty-one employees. We had seven (7) full-time Critical Care Transport Paramedics (including Deputy Chief

Robarge), four (4) full-time Paramedics, 3 full-time Advanced EMTs, 1 full-time EMT-Basic, and one (1) full-time Public Safety Administrative Assistant. We had one (1) part-time Critical Care Transport Paramedic, two (2) part-time Paramedics, three (3) part-time Advanced EMTs, and eight (8) part-time EMT-Basics.

Part-time staffing is sitting in a decent position. With more full-time staff on duty, the need for part-time staff decreases except for filling the third truck and covering for full-time leave such as vacations and sick leave. We do have a solid nucleus of staff who live locally and can routinely help fill in the gaps or respond in an emergency.

If you have any further questions, feel free to contact me.

Yours in Safety.

Respectfully submitted,

Public Safety Director / Fire Chief

Tim Adler

2021 Statistical Report:

(Report Compiled by Deputy EMS Chief Adam Robarge Based on Monroe County 911 Communication Center statistics)

Total Calls for Service – 3,122 or 8.55 Calls per Day an increase of 131 Calls from 2020 (2,991)

- Accidents (All Locations) - 108
- City of Tomah Addresses (Medical Calls) - 1,153
 - Residences - 949
 - Businesses - 204
- County Addresses (Medical Calls) - 562
 - All Townships - 406
 - Village of Oakdale - 60
 - Village of Warrens - 91
 - Village of Wyeville - 5
- Clinics (Gundersen, Mayo, Warrens Walk-in) - 27
- Jackson County / Juneau County (Towns of Knapp, Bear Bluff, Kingston) - 33
- Interfacility Transfers - 976
 - Tomah Health - 700
 - Tomah VA - 204
 - Surrounding Hospitals (Sparta, Mauston, Black River Falls, Viroqua, La Crosse) - 72
- Mutual Aid (Camp Douglas, Wilton, Fort McCoy, Black River Falls, Sparta) - 60
- Stand-by / Legal Blood Draws - 65

2021 Transfer Statistics

We accepted the following percentage of transfer request from each facility:

Tomah Health Emergency Department – 89.48%

Tomah Health Acute Care & Women's Health – 81.82%

Tomah VA Medical Center – 88.96%

Mayo Clinic Health Systems – Sparta – 65.12%

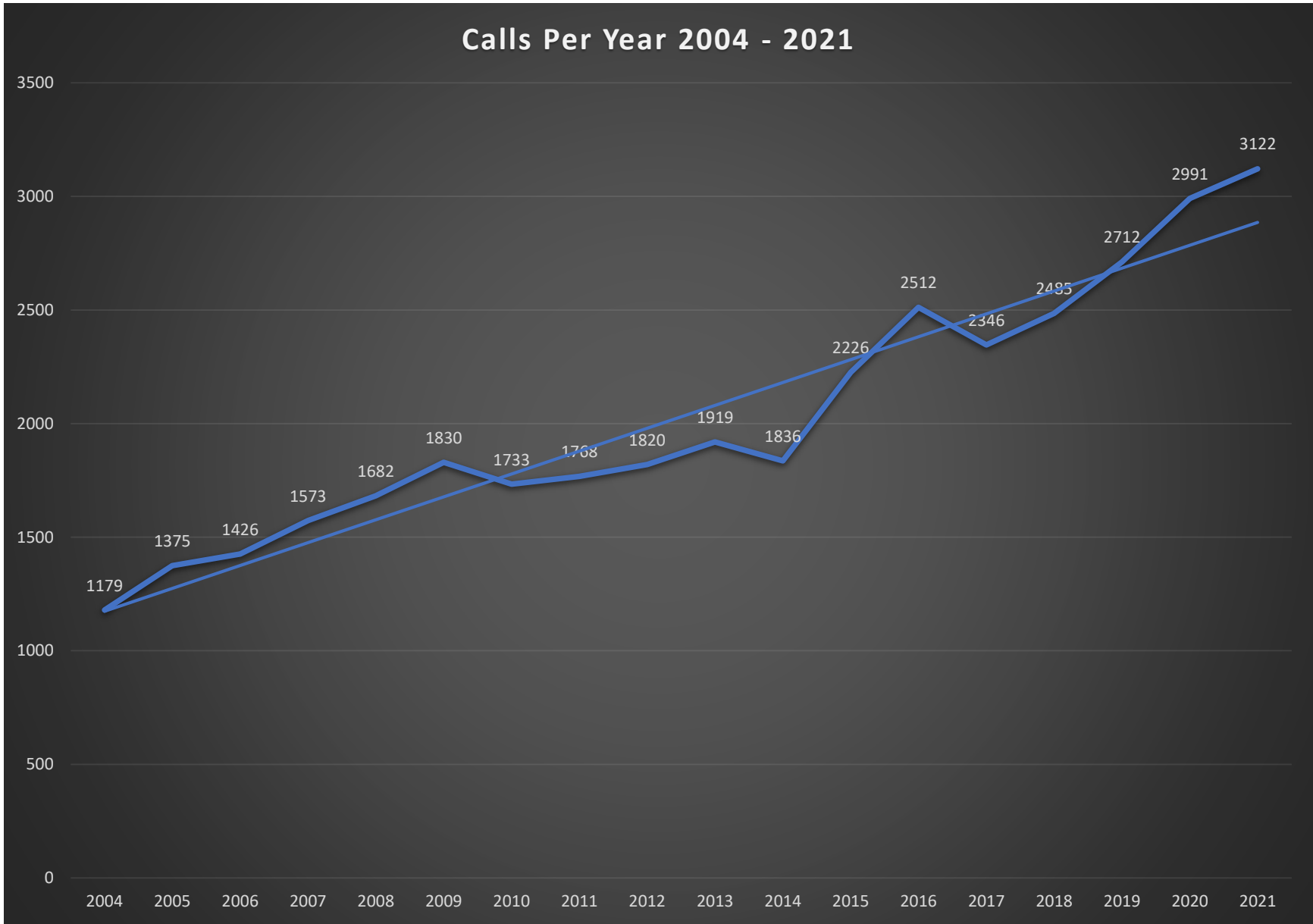
Black River Falls Memorial Hospital – 22.37%

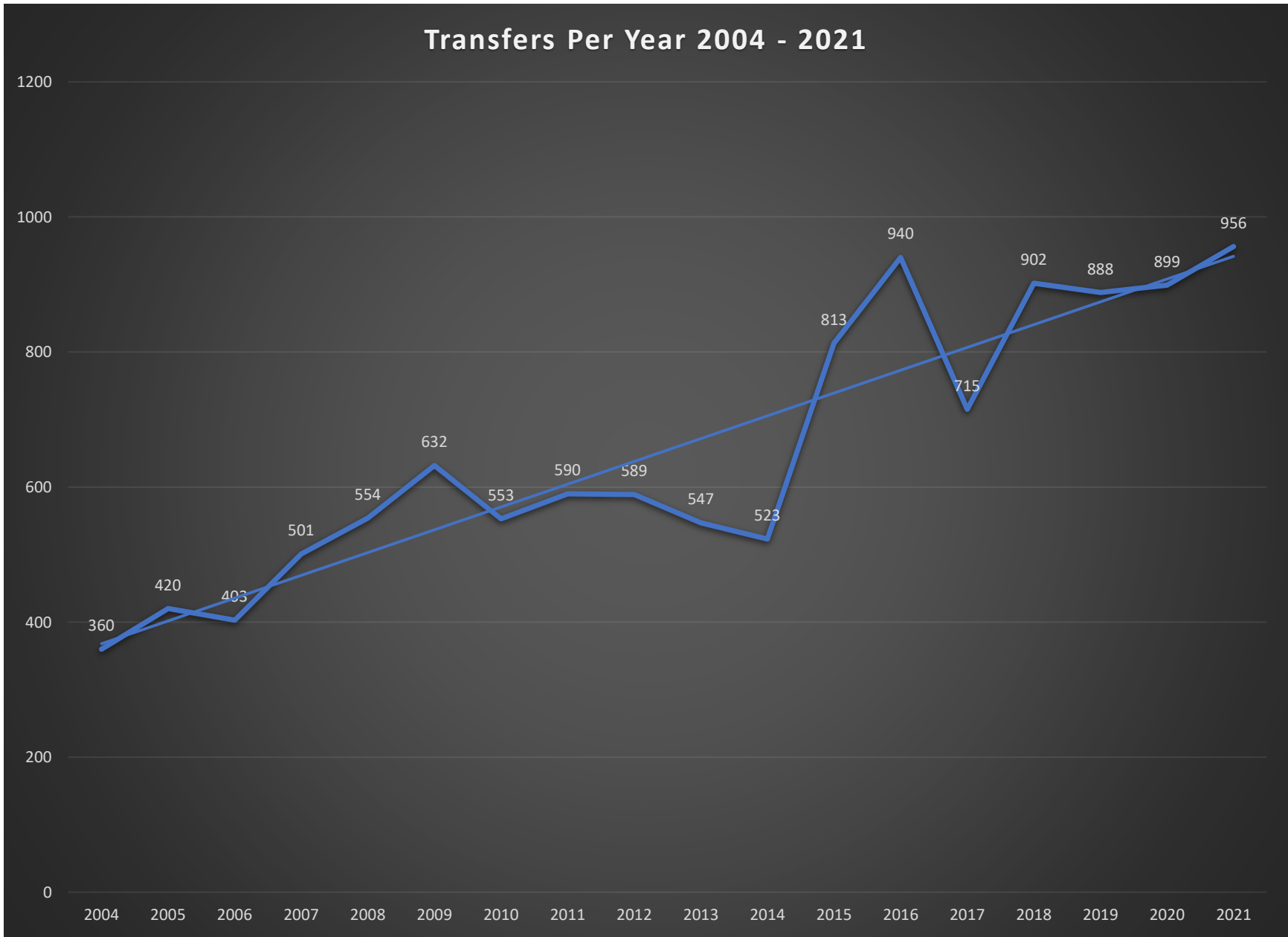
Vernon Memorial Hospital – 21.88%

Other Locations – 55.56%

Critical Care Transfers Turned Down January – October: 24

Critical Care Transfers Accepted November – December: 10







ANNUAL VEHICLE REPORT

2021

Annual Vehicle Maintenance:

Daily checks are performed along with weekly vehicle maintenance that is done on Sundays by the crews. Crews check all the fluids and performing a physical inspection. Some minor vehicle maintenance is by Firefighters Rob Larkin and Brad Retzlaff when needed. These guys save the city a lot of money on repairs that would regularly go out to a garage. All vehicles go to Larkins GMC for oil changes, tires, alignments etc.

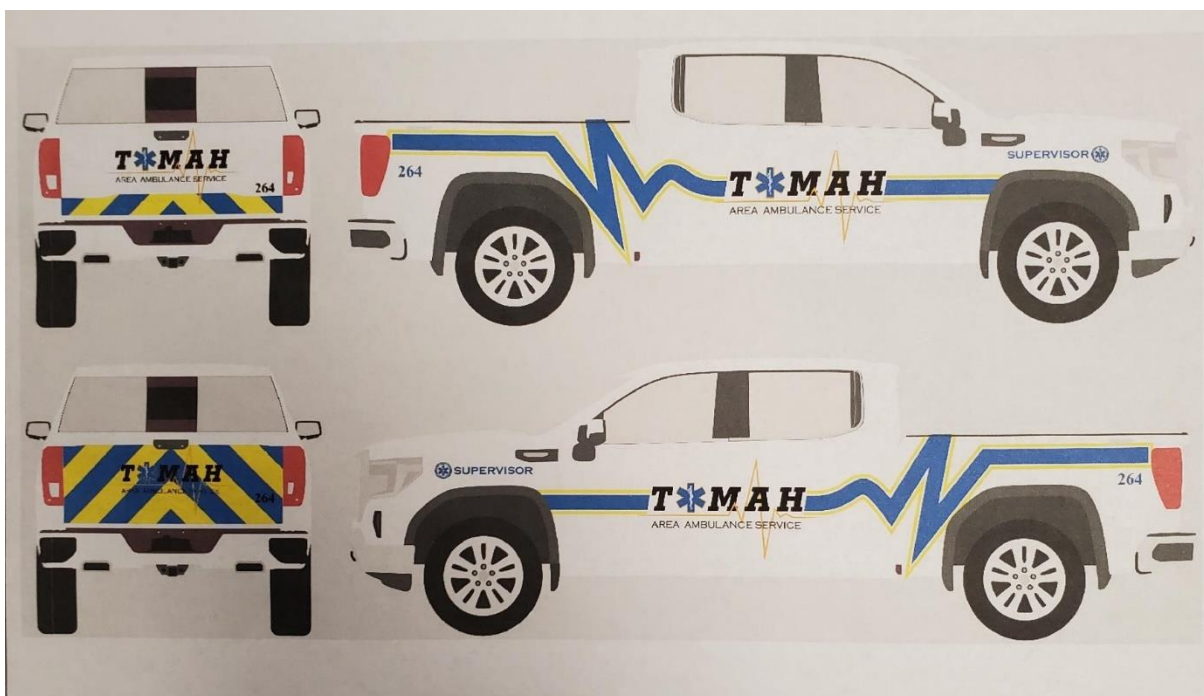
TOMAH AREA AMBULANCE SERVICE

UNIT 264

This unit was a 2013 Ford Explorer which we received from the Tomah Police Department and was put in service in 2018.

In May of 2021, this vehicle was involved in a car vs deer accident while responding to a call for service. The damage resulted in the vehicle being totaled. May she rest in peace.

We were unable to replace this vehicle until December due to a lack of replacement vehicles being available. In December 2021, we ordered a new 2022 GMC ½ ton pickup and are awaiting delivery. Below is a rendering of the new vehicle.



TOMAH AREA AMBULANCE SERVICE

UNIT 265

This unit is a 2019 Ford F450 that was purchased in 2020.

Current Mileage is 23,431.

This unit is in Excellent Condition.

Note: This is the only four-wheel drive ambulance in our fleet.



TOMAH AREA AMBULANCE SERVICE

UNIT 266

This unit is a 2018 Ford E450 that was purchased in early 2019.

Current Mileage is 85,706.

This unit is in Good Condition.

Note: This unit was a former demo model when it was purchased and was purchased to replace the previous unit that started on fire.



TOMAH AREA AMBULANCE SERVICE

UNIT 267

This unit is a 2018 Ford E450 that was purchased in late 2019.

Current Mileage is 106,318.

This unit is in Good Condition.

Note: This vehicle was a former demo model when it was purchased.



TOMAH AREA AMBULANCE SERVICE

UNIT 269

This unit is a 2017 Ford E450 that was purchased in late 2017.

Current Mileage is 142,878.

This unit is in Good Condition.

Note: This vehicle was a former demo model when it was purchased.



APRIL 2022 - Hello from Pam

<p>Today is a new day! Begin again. You can start fresh, wipe the slate clean. Embrace kindness. Practice compassion. Stand up for Justice. Talk to strangers. Ask for help. Listen with your whole heart. Offer hope. Work for the common good. Love well. Be the change you wish to see in the world. ~© Marla Rae</p>		<p>"The purpose of activities is not to kill time, but to make time live. Not too keep a person occupied, but to keep him/her refreshed. Not to offer an escape from life, but to provide a discovery for life". ~ Author Unknown</p>
<p>Do battle against prejudice and discrimination whenever you find it."</p>	<p>"Laugh Often ~ Live Well ~ Love Much"</p>	<p>"Happiness is not a destination. It is a method of life" ~Burton Hills</p>

On Good Friday, April 15th, the Kupper Ratsch Senior Center will be closed at 12:30pm for the afternoon. In the morning we have Wellness Exercise, Live Music, & Potluck Lunch.

The **Medicare Listening Session** is on Tuesday, April 26 at 1:00pm. Legislators have been invited to attend to listen to you.

Check out the upcoming date of ADRC's **Celebration of Seniors** and save the May 5th date on your calendars.

01	<p><u>RECREATION & LEISURE ACTIVITIES/GATHERING PLACE</u> <i>GOAL: To maintain and grow programs, services and community events at the Senior Center.</i></p>
	<p>-ACTIVITIES/EVENTS/MUSIC: Are listed in our monthly newsletter on the Calendar and in the Senior Center Program section of this month's newsletter. The calendar is also posted on the 'Tomah Senior Center' Facebook page. The activities are also on our "daily" board in the main room of the senior center.</p> <p>-NEW GROUP: We have a new start date for our TATTING GROUP on Wednesday, April 13th at 1:00pm. Join us and learn how to Tat, or come and share your experience with us. Anyone with an interest in it is welcome to attend on the 2nd & 4th Wed.s at 1:00pm.</p> <p>-POTLUCK lunch on Good Friday – Good Food & Company.</p>
02	<p><u>EDUCATIONAL & HEALTH PROGRAMS</u> <i>GOAL: To maintain and grow programs/guest speakers at the Senior Center on educational, health and assistance programs/services.</i></p>
	<p>-BETTER HEARING with Tom Vierling continues on 3rd Thursdays 9:00-11:00.</p> <p>-NEW! Appointments with Emliy Reitz, ADRC Dementia Care Specialist here on 2nd Tuesdays (April 13) from 9am -11am. Call Emily 608-387-9250 to make appointment.</p> <p>-LINE DANCING Now that one of instructors has moved to Duluth, we are practicing what we learned so far & will share this with others. In April, our other instructor will return from snow-birding. Come & join us.</p> <p>-WELLNESS EXERCISE continues on Monday & Wednesday mornings at 9:30am to 10:30am, and Friday mornings at 9:15am to 10:15am. We work on flexibility, endurance, strength, and balance. Drop on by and join us.</p> <p>-NEW GROUP: PALS (Physical Activity for Lifelong Success) We are going to start a new PALS course as soon as we get 6 to 12 people signed up. Contact Pam to get signed up.</p> <p>-NEW GROUP: Stand Up & Move More class will be offered in May. Sign up is now in April. This is a 4 week classroom course for 6 to 12 people. Stand Up and Move More is a researched and proven program designed to help older adults spend less time sitting and more time standing throughout the day. While it's not an exercise program, it improves your physical health by reducing the amount of time you sit each day.</p> <p>-iPADS are available (thanks to Andres Charitable Trust grant) at the senior center. If you wish to learn how to use iPads, let Pam know and she will get someone lined up to help you learn.</p> <p>-INTERVIEWS by WTC Students. We helped students get experience in learning how to interview people. Students had an assignment to interview a person. We signed up to be interviewed and they came over to interview us. It was great to help someone learn. Got very positive feedback – people are willing to do it again in the future.</p>

SENIOR & DISABLED SERVICES REPORT, continued from page 03

PRECAUTIONS

You are Welcome at Your Own Risk!

If you have NOT had your vaccine shots, please wear your masks to protect others and yourself.
It is on "your honor system" starting on Thursday, July 1, 2021.



COMMON SENSE PRECAUTIONS

for any time... for colds, flu, coronaviruses, COVID & other illnesses.

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

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

IF YOU GET COVID AND/OR TEST POSITIVE FOR COVID:

The Monroe County Health Department says after you get the positive COVID test results back, you quarantine for the next five (5) days. If you have no symptoms, you may come back to the senior center on day six (6) wearing a mask. You wear a mask to protect others for the next five (5) days, as long as you have no symptoms. If you have symptoms, please stay home until better and repeat the process.

If things change with COVID-19, these Precautions may change.

NOTES: March 17, 2020 to June 14 Closed due to COVID. June 15, 2020 reopened. June 15, 2020 to June 30, 2021 Masks required. July 1, 2021 to September 6, 2021 Masks optional. September 7, 2021 Masks are Recommended January 2022 Masks are highly Recommended with the increase of COVID cases. March 7, 2022 with some decrease of cases Masks are Recommended. April 7, 2022 Masks are Optional.

03 DISABLED/SPECIAL NEEDS SERVICES

GOALS: -MEDICAL EQUIPMENT NEEDS: To continue the Loan Closet service.

-GENERAL NEEDS: To continue the Giving Closet service.

-SPECIAL NEEDS: To maintain & grow services for special needs population & their caregivers.

-DEMENTIA NEEDS: To continue to be involved in Monroe County's Dementia Friendly Coalition.

- Ongoing: Keep **Loan Closet and Giving Closet** clean and organized, a major feat in-of-itself.
- Ongoing: **Lions Club Program for EYEGLASSES/HEARING AIDES:** Buckets to donate old eyeglasses/hearing aids are by the front door & in the Giving Closet by back door.
- Ongoing: **MAGNIFIER MACHINE** for people with impaired eyesight is available for reading.
- Ongoing: **L.I.F.E. After School Program** at 3:30 on Mondays, Wednesdays, & Thursdays.
- Ongoing: **SPECIAL NEEDS AD HOC COMMITTEE** continues to plan Sunday Funday events.
- Ongoing: **DEMENTIA FRIENDLY COALITION of MONROE COUNTY** zoom meetings and projects as scheduled. Current projects: Purple Tube; Sparta Farmer's Market Stage Event May 21 8am-12; Longest Day Program June 21st from 10am-2pm; Grandpa & Lucy plays in Sparta & Tomah; In-person Dementia Support Groups and Memory Café are starting up again.

City of Tomah's Senior & Disabled Services SPECIAL NEEDS AD HOC COMMITTEE

They Volunteer their time for us. Committee formed in last quarter of 2018.

Meets 1th Wednesday 5:15pm (Open to public) at Senior Center every other month, beginning in January 2022.

Patty Ambort, Parent/Caregiver
Pam Buchda, Tomah's Senior & Disabled Services Director
Ashley Gerke, Handishop Industries Program Manager (NEW)
Francis (Trey) Hewuse, Special Needs Group Home/ Former
THS Special Education Teacher

Mayor Mike Murray, Tomah's Mayor
Lauri Shumway, Parent/Caregiver,
Stephanie Squires, Handishop Director of Programming (NEW)
John Van Gundy, Special Education Teacher
Mary Watkins, Parent/Caregiver, Retired Special Education Teacher
(on leave of absence 1/31/2022 until ?)

SENIOR & DISABLED SERVICES REPORT, continued from 02

REPORT ON 2021 USAGE NUMBERS: Usage or participant numbers for the senior center were...

Month	# usage/ participants	Number Days Open & includes	Month	# usage/ participants	Number Days Open & includes
January	856+	24 -1 Sun., 1 evening, & 2 Sat. Meal site closed 4 days/ weather	July		
February	1,039+	19 -0 Sun., 2 evening, & 0 Sat. Sr.Ctr & Meal Site closed 1 day	August		
March	1,370+	24-1 Sun, 5 evenings & 0 Sat.	September		
April			October		
May			November		
June			December		

TOTAL

04 VOLUNTEER PROGRAM:

GOAL: To maintain and build the volunteer program according to the needs of the department.

-Some **VOLUNTEER OPPORTUNITIES** at the senior center are listed in newsletter.
 -**Volunteerism** at the senior center continues to be an integral part of our life here. Every month this year, we have counted each time a person volunteered that we are aware of.

Month	# times Vol.	Comments	Month	# times Vol.	Comments
January	93	Meal site closed 4 days - weather	July		
February	111	Sr.Ctr & Meal Site closed 1 day	August		Includes Crazy Daze fundraiser
March	138		September		
April			October		Includes Halloween Party
May			November		Includes Arts & Craft Fair
June			December		

TOTAL

"Volunteers make the world go round at the senior center." They are very much needed and appreciated. **We are grateful to all our volunteers. Thank You!!!**

April 17th thru 23rd is National Volunteer Appreciation Week. We will have a **Volunteer Appreciation Social** on Thursday, April 21, 2022 after bingo at about 3/3:30pm. Everyone is invited to celebrate our volunteers. Invitation and information is on page 28 of the April newsletter.

City of Tomah's SENIOR & DISABLED SERVICES BOARD (SDSB)

They Volunteer their time for us. Committee formed in July 2000. Shall consist of Mayor, 2 Alderpersons, & 5 citizens.

Term shall be 2 years & aldermanic members shall be coextensive with their term of office.

Meets 1st Wednesday at 6:15pm (Open to public) every other month, beginning in January 2022.

2023 TERM

Susan Greeno, Citizen
 Evelyn Noyes, Citizen
 Mary Watkins, Citizen (Secretary)
 (on leave of absence 1/31/22 until ?)

2022 TERM

Mike Murray, Mayor
 Jenna Moser, Citizen
 Lauri Shumway, Citizen (Vice-President)
 Richard Yarrington, Alderperson (President)
 Shawn Zabinski, Alderperson

05 PUBLIC RELATIONS/COMMUNITY INVOLVEMENT

GOAL: -To continue to work on raising community awareness of the City's Senior & Disabled Services Department and the Kupper Ratsch Senior Center and what is offered.

-To continue to build/maintain community partnerships.

- Ongoing: Give **tours, explain programs**, hand-out newsletters, listen and visiting.
- Ongoing: Many **Calls for assist with finding/contacting resources** for various needs.
- Ongoing: Worked on communication tool- monthly **Senior & Disabled Services Newsletter**.
- Ongoing: Posting information on the **Tomah Senior Center facebook** page.
- Ongoing: **Maintained existing and building new relationships, contacts, involvements and partnerships** with community organizations and businesses.
- Ongoing: **Partnership** with Goodwill for the L.I.F.E. After School Program.
- Wisconsin Association of Senior Centers (WASC)** member virtual meetings as scheduled.
- National Institute of Senior Centers (NISC)** virtual meetings as scheduled.
- National Council on Aging (NCOA)** updates/virtual meetings as scheduled.
- TASD School Board & committee meetings** as scheduled.

SENIOR & DISABLED SERVICES REPORT, continued from 03

06	<p>BUILDING/ MAINTENANCE</p> <p>GOAL: -To maintain the building in good working order and a safe environment, and update, as needed, for safety and for changing/expanding needs.</p> <p>-To manage the senior center rental buildings/spaces.</p>
	<p>-Ongoing: Continue work on making the senior center feel “homey”, with an inviting & comfortable atmosphere, including seasonal decorating & keeping place clean.</p> <p>-Ongoing: Small Maintenance Projects/Repairs. Seems there is always something that needs doing at the senior center.</p> <p><u>Update on Senior Center’s Rentals:</u></p> <p>The income from these rentals help the senior center pay for the utilities (such as water/ sewer; phone; cable/internet; gas; electricity -lights, heat/air conditioning; etc.) and some of the programming and supplies. The utilities in February were \$2,777.59, that figure does not include line item expenses such as: contracted services, office supplies, publications & subscriptions, association dues, travel & training, operational supplies, repair & maintenance, building & equipment, liability & property insurances, work’s compensation expenses, as well as personnel expenses.</p> <p>-Management responsibilities of the senior center rental properties.</p> <p>-Apartment above Housing office-109 E. Milwaukee Street, Tomah: Rental continues.</p> <p>-Housing/CDBG Office 107 E. Milwaukee St., Tomah: Rental continues.</p> <p>-Morgan Stanley 1000 Superior Ave.: Renewed rental contract.</p> <p>-1004 Superior Ave.: Looking at a possible short term rent for the summer. Still looking for long term rent starting in September. Approximately 3000 sq. feet for rent for \$1,750 monthly with possibly some room for negotiation.</p> <p>-Senior Center 1002 Superior Ave.</p> <p>-ADRC Meal Site Kitchen Rental in senior center: Rental continues.</p> <p>-VAMC AFGE Local 0007 Union 4 offices on 2nd floor of senior center: Rental continues.</p>
07	<p>INCOME/BUDGET/DONATIONS</p> <p>GOAL: To operate the Senior Center within the budget, and procure funds, as needed and available, for maintaining and/or expanding services.</p>
	<p>-Ongoing: Worked on monthly bills/invoices and keeping track of the budgets.</p> <p>-Ongoing: Search for sources of appropriate grants/donations.</p> <p>-Ongoing: In-House Fundraiser Projects: Greeting cards, framed puzzles, & showcase items.</p> <p>-Ongoing: Fundraising for Specific Programs/Projects goes on throughout the year. (I.E.: Music Sponsorships, Community Halloween Party, etc.).</p> <p>-Ongoing: Planning and coordinating Fundraising Events that go on throughout the year (including August Crazy Daze Lunch fundraiser and November Art & Craft Fair).</p> <p>-Ongoing: Donation of Items for our monthly Bingo Bash (2nd Mondays) are welcome & help our budget by decreasing expenses we may have incurred without the donations.</p> <p>-Ongoing: Donators for the month & year are listed in the monthly newsletter.</p> <p>-Business, Groups, & Individuals who donated - we are very grateful. You make a difference. Thank You !</p>
08	<p>MEAL SITE Come on down and join us – become part of the “Lunch Bunch”.</p> <p>GOAL: -To continue to provide a meal program at the Senior Center.</p> <p>-To continue to partner with Monroe County to provide meals at the Senior Center.</p>
	<p>-Ongoing: Worked together in day to day operations/collaborations with Tomah’s Meal Site Manager and other meal site employees.</p>

SENIOR & DISABLED SERVICES REPORT, continued from 04

09	SENIOR & DISABLED SERVICES DEPARTMENT EMPLOYEES <i>GOAL: To maintain an effective, positive employee team for the City's Senior & Disabled Services Dept.</i>						
	<p>Besides the Activities/Events, Programs and regular everyday things at the Senior Center and what has been reported in the other sections of this report...</p> <ul style="list-style-type: none"> -City Staff Meetings for Department Heads 2nd & 4th Tuesdays at 8:30am-11:00am &/or as scheduled. -Special Needs Ad Hoc Committee meetings 1st Wednesday at 5:15pm every other month starting in January. -Senior & Disabled Services Board meetings 1st Wednesday at 6:15pm every other month starting in January. -Monthly Report at City Council on 3rd Tuesdays at 6:30pm at City Hall. -Education Opportunities as they present themselves, are appropriate and are within budget (most are still virtual/zoom). -Instructor Training for Course 'Stand Up & Move More' was on March 22 & 23 by Wisconsin Institute for Healthy Aging (WIHA). On-line training. Pam is now a Facilitator for this course, in addition to the PALS course. Will be offering this class in May. <table border="1" data-bbox="186 714 1502 808"> <thead> <tr> <th data-bbox="186 714 462 745">NAME</th><th data-bbox="462 714 1502 745">City of Tomah's SENIOR & DISABLED SERVICES EMPLOYEES</th></tr> </thead> <tbody> <tr> <td data-bbox="186 745 462 777">Pam Buchda</td><td data-bbox="462 745 1502 777">Senior & Disabled Services Director (SDSD) –Salary based on 40 hours weekly.</td></tr> <tr> <td data-bbox="186 777 462 808">Paulette Bolton</td><td data-bbox="462 777 1502 808">Senior & Disabled Services Aide (SDSA) –Budgeted for 20 hours weekly.</td></tr> </tbody> </table>	NAME	City of Tomah's SENIOR & DISABLED SERVICES EMPLOYEES	Pam Buchda	Senior & Disabled Services Director (SDSD) –Salary based on 40 hours weekly.	Paulette Bolton	Senior & Disabled Services Aide (SDSA) –Budgeted for 20 hours weekly.
NAME	City of Tomah's SENIOR & DISABLED SERVICES EMPLOYEES						
Pam Buchda	Senior & Disabled Services Director (SDSD) –Salary based on 40 hours weekly.						
Paulette Bolton	Senior & Disabled Services Aide (SDSA) –Budgeted for 20 hours weekly.						

There is always so much I want to communicate. Besides running out of room, I am sure I forgot some of it.

Respectfully submitted by *Pam Buchda*, Senior & Disabled Services Director

Gateway to Cranberry Country

The City of Tomah

Where The I Divides

March Permit Report

03/01/2022 - 03/31/2022

Permit #	Permit Date	Permit Type	Project Description	Parcel Address	Total Fees	Construction Value
6133	3/31/2022	Electrical	Relocate existing branch circuit	321 Butts Ave.	\$135.00	1,000.00
6130	3/30/2022	Alter/Addition One or Two Family	Complete remodel of home including repair/replacement of East foundation wall	1200 KILBOURN AVENUE	\$1,500.00	150,000.00
6129	3/28/2022	Electrical	Electrical for new vehicle hoist at City Street Shop	515 E Monowau St.	\$50.00	2,000.00
6128	3/28/2022	Electrical	Electrical for complete remodel of home	1200 KILBOURN AVENUE	\$65.00	8,000.00
6126	3/31/2022	Fence	3' cedar split rail fence in rear yard >20' from property line	321 Butts Ave.	\$20.00	0.00
6125	3/30/2022	Deck Permit	Construction of 10 x 10 deck on front of home & 30 x 10 deck on rear of home	807 N GLENDALE AVENUE	\$35.00	17,500.00
6124	3/30/2022	Demolition	Interior demolition (remove flooring on first floor, remove flooring, kitchen cabinets, and plumbing fixtures from second story apartment)	1104 SUPERIOR AVENUE	\$30.00	0.00

Permit #	Permit Date	Permit Type	Project Description	Parcel Address	Total Fees	Construction Value
6123	3/30/2022	Street Privilege Permit	Dumpster parked on Superior Ave.	1104 SUPERIOR AVENUE		0.00
6122	3/29/2022	Electrical	Electrical basement remodel (finishing of space)	717 PACKARD STREET	\$60.00	5,200.00
6121	3/29/2022	Fence	4' chain link fence in rear yard >2' from property lines	209 VIEW STREET	\$20.00	0.00
6120	3/24/2022	Fence	4' chain link fence in rear yard >2' from property lines	519 Alyssa St.	\$20.00	0.00
6119	3/23/2022	Fence	4' chain link fence >2' from property lines in rear yard	618 FARMER AVENUE	\$20.00	0.00
6118	3/23/2022	Alt/Addition Commercial Building	Replace patio door with single door & install wall A/C sleeve	714-818 Williams St.		0.00
6117	3/23/2022	Alt/Addition Commercial Building	Replace patio door with single door & install wall A/C sleeve	714-818 Williams St.	\$0.00	2,000.00
6116	3/23/2022	Alt/Addition Commercial Building	Replace patio door with single door & install wall A/C sleeve	714-818 Williams St.	\$0.00	0.00
					\$1,955.00	185,700.00

Total Records: 15

4/11/2022

Code Enforcement Violation Report

MARCH 2022

03/01/2022 - 03/31/2022

Case Date	Case #	Parcel Address	Violation Name	Complaint Type
3/22/2022	2022019	407 W JACKSON STREET	18-20. - Public Health Nuisances	Nuisance - Junk Accumulation
3/17/2022	2022018	323 KILBOURN AVENUE	18-19 Nuisances Generally - Prohibited	Nuisance - Junk Accumulation
3/14/2022	2022017	1001 GRASSMAN STREET	36-6 (b) Restriction on Time of Placement	Nuisance - Junk Accumulation
3/14/2022	2022017	1001 GRASSMAN STREET	36-20 - Solid Waste Violations	Nuisance - Junk Accumulation
3/14/2022	2022017	1001 GRASSMAN STREET	18-52- Public Nuisance	Nuisance - Junk Accumulation
3/14/2022	2022017	1001 GRASSMAN STREET	36-9 General Regulation - Solid Waste	Nuisance - Junk Accumulation
3/14/2022	2022016	800 Sime Ave.	18-19 Nuisances Generally - Prohibited	Nuisance - Junk Accumulation
3/14/2022	2022017	1001 GRASSMAN STREET	18-19 Nuisances Generally - Prohibited	Nuisance - Junk Accumulation
3/10/2022	2022015	312 W MONOWAU STREET	18-19 Nuisances Generally - Prohibited	Nuisance - Junk Accumulation
	18198153			

Total Records: 9

4/11/2022

MINUTES FOR COMMON COUNCIL 03/15/2022

A Common Council meeting was held on **Tuesday, March 15, 2022 at 6:30 p.m.** in the Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI. All motions were unanimous unless otherwise noted. Members of the public were able to attend the meeting remotely at the following link:

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

AGENDA:

The meeting was called to order by Council President Adam Gigous at 6:30 p.m. After the Pledge of Allegiance, roll call was taken. Present: Adam Gigous, Richard Yarrington, Shawn Zabinski, John Glynn, Mitchell Koel, Lamont Kiefer, Nellie Pater, and Dean Peterson. Absent: Michael Murray. Others present: Kirk Arity, Molly Powell, Shane Rolff (remote), Becki Weyer, Irma Keller, Tim Adler, Rachel Muhlenkamp, and Pam Buchda. Gregg Hagen videotaped the meeting.

Anyone Desiring to Appear Before the City Council

John Rusch appeared before the Council to talk about the history of the North Glendale baseball diamond. He also had concerns about lack of communication coming from closed session Council meetings. He gave his opinion that the location of a 14-million-dollar building should be located on Superior Ave vs. being less visible in the current chosen location of the Glendale ballpark area. Rusch stated there should have been a public hearing to have a public choice on where to put the building.

Peter Thorson appeared via Zoom and wished to be seen before the Council. Thorson asked the Council why they are not pausing the project because of the rising interest rates. He questioned why the entire zone is being changed. He claimed there were improperly noticed hearings and the public has no choice in the changes but has to live with the decisions the council makes. He claimed the Lake Delton building cost half the price and has more tax base to pay for the building. Thorson asked for a 2 to 3 month pause in the process.

REPORTS

Mayor

The Mayor was not present for the meeting. Gigous reminded the public that there will be a forum next Tuesday, March 22nd at 6:30 PM at the Tomah High School for mayoral candidates on the April 5, 2022 election ballot and reminded everyone to go out and vote.

Senior Executive Team

SET Chairperson Arity provided a monthly written report and covered the highlights with the Council.

Library

There were 1726 e-book checkouts and 3651 checkouts in-person during February. The children's department will be starting in-person story time in the library in April. They will continue to have virtual story time on Zoom. One of most popular programs "I can read" is back. Legos at the Library will be on Saturday April 2, between 10 and 12. If under age seven, they must be accompanied by an adult. National Library Week is April 3 – April 9. They will be celebrating with trivia questions with small gifts for winners and a grand prize at the end of the week. Keller brought books to celebrate national library month. She covered the new books at the library.

Public Safety

Chief Adler provided a monthly Public Safety Department Report.

Fire: On February 27th at 9:30 the Tomah Fire Department was dispatched to Holland Street for a semi fire. There were 6 semis lost worth a total of \$750,000. There were no injuries. There were 18 calls for service during February. The fire service is fully staffed. Adler continues to work with Keller on the Fire/EMS building project. The bid opening is on April 7th. An ISO audit is underway.

Ambulance: Busy month. They ran 216 calls for service, up from last year. They are also fully staffed with 5 full time members on all three shifts. They also have 14 part time members. The 2020 GMC pickup for the fly vehicle has been ordered and is awaiting shipment. The Ambulance department assisted the Boys and Girls club to purchase an AED and cabinet for the club. The VA outstanding bills are being tightened up.

Tomah Public Housing & Community Development Block Grant

Director Muhlenkamp provided the TPHA & CDBG Staff Report for March 2022. The stats from the housing programs for last year were included in the report. Programming was maintained. There was a slightly higher vacancy for family units. There are currently three empty apartments she anticipates will be filled by April 5th. They are starting to see a decrease in the need for vouchers for the Veterans Support Housing Program. HUD and the Housing Authority are working to determine how many will be needed in the future, and Muhlenkamp hopes to retain 50 vouchers. The others will be redistributed to other higher need areas. There was an audit completed, she anticipates getting results in April.

Senior & Disabled Services

Dir. Buchda provided a written Senior & Disabled Services Department Monthly Report and covered the highlights with the Council. Buchda thanked everyone who stayed away from the Sr. Center for protecting the elderly from the virus. She outlined the entertainment scheduled for the next month. The tating group will be starting in March. The center will be closed on Good Friday at 12:30 p.m. Buchda also highlighted the times/dates for wellness exercises such as line dancing that are available. WTC students will practice interviewing at the Sr. Center. Buchda is looking for volunteers.

Planning & Building Inspection

Insp. Rolff provided the February Building Permit & Code Enforcement Reports and was available to answer any questions from the Council. Rolf gave a summary of the code enforcements that are in process. The Code enforcement officer Casey is currently working on complaints of items being put on boulevards.

Chamber/Convention & Visitors Bureau
The Chamber CVB Director was not present.

Consent Agenda

Motion by Koel, second by Zabinski, to approve the following consent agenda:

- A. Approval of Minutes from February 15, 2022
- B. Approval of Minutes from March 1, 2022
- C. Special Beer & Wine Permit Application for Monroe County Support Services for Monroe County Fair July 27-31, 2022
- D. Special Beer & Wine Permit Application for Monroe County Support Services for Budweiser Dairyland Super Nat’l Truck & Tractor Pull June 22-25, 2022
- E. February 2022 Cash and Investments Report

Motion carried.

Committee of the Whole

Update of Permit Fee Schedule--Addition of listed fee for Fire Alarm & Fire Suppression systems

Motion by Yarrington, second by Zabinski, to approve the update of the Permit fee schedule including the addition of a listed fee for fire alarm and fire suppression systems. Motion carried.

CITY OF TOMAH PERMIT FEE SCHEDULE

- 1) **RESIDENTIAL:** (One and Two Family)

A. New One- and Two-Family Dwellings

(Finished areas including attached garages)
+ Wis. Permit Seal \$35.00 & Impact Fee

\$0.30/square foot

B. Additions:

\$0.30/square foot

C. Alterations:

\$10.00/\$1,000.00 Project Valuation

***Where sq. footage cannot be calculated

D. Accessory Buildings > 150 square feet

\$0.12/square foot
- 2) **COMMERCIAL CONSTRUCTION:** New Construction, Additions & Alterations

A. Commercial Plan Review (Including Additions)

• Commercial/Mechanical HVAC (if submitted separately)

• Alterations to Commercial Buildings

• Plan Revisions to Previously Submitted Plan

\$100.00

\$50.00

\$50.00

B. Manufacturing or Industrial

\$0.20/square foot

C. Local Business, Office Buildings, or Addition Thereto

\$0.22/square foot

D. Multi-Family Buildings (3 or more units)

\$0.24/square foot

+ Impact Fee**

E. Footing and Foundation Only

\$125.00

F. Occupancy Permit

\$25.00

G. Alterations:

\$10.00/\$1,000 Project Valuation

***Where sq. footage cannot be calculated

H. Installation/Modification/Replacement of Fire Alarm System

• First 10 Smoke/Heat Detectors

• Each additional Smoke/Heat Detectors

• Acceptance Test Fee (choose one)

☐ 1-10 Detectors

☐ 11-49 Detectors

☐ 60-99 Detectors

☐ 100 or more Detectors

☐ Alarm Panel Only

\$100.00

_____ X \$4.00

\$125.00

\$225.00

\$335.00

\$425.00

\$150.00

I. Installation/Modification/Replacement of Fire Sprinkler Suppression System

• First 20 heads

• Each additional 50 heads or fraction thereof

• Acceptance test fee – First 20 heads

• For each additional 50 heads or fraction thereof

• Acceptance test fee – Fire pump

\$150.00

_____ X \$150.00

\$125.00

_____ X \$50.00

\$200.00

***FEES WILL BE DOUBLED FOR WORK COMMENCED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT BY THE INSPECTION DEPARTMENT.**

CITY OF TOMAH PERMIT FEE SCHEDULE – Cont.

NOTE: Gross square foot calculations are based on the dimensions of the building from the exterior faces of the exterior walls, of each finished floor level and the garage. Unfinished basements, in one- and two-family dwelling or portions thereof are not included in this calculation.
NOTE: All fees in fractions of a dollar shall be rounded to the next full dollar.
*\$300.00 Impact Fee for Single Family Dwelling - \$500.00 for Two Family Dwellings
**\$200.00 Impact Fee for each unit in Multi-Family Dwellings ≥ 3 units

The following permit fees shall be based upon the physical value of the work to be done, on the basis of current costs, as determined by this Department.

3) **ELECTRICAL, PLUMBING, & MECHANICAL (HVAC)**

COST	FEE
Up to \$1,000.00	\$35.00
\$1,001.00 - \$2,500.00	\$50.00
\$2,501.00 - \$4,000.00	\$55.00
\$4,001.00 - \$6,000.00	\$60.00
\$6,001.00 - \$8,000.00	\$65.00
\$8,001.00 - \$10,000.00	\$70.00

Over \$10,000.00
\$70.00 + \$4.00 per thousand in excess of \$10,000.00
**Commercial Electric (Additional \$100 service fee)

4)	MISCELLANEOUS FEE		
	A.	Re-inspections	\$25.00
	B.	Sign Permit	\$40.00
	C.	Demolition Permit	\$30.00
	D.	Building Moving Permit	\$50.00
	E.	Fence Permit	\$20.00
	F.	Deck Permit	\$35.00
	G.	Shed Permit < 150 sq. feet	\$15.00
	H.	Wisconsin Uniform Building Permit Seal	\$35.00
	I.	Board of Appeals – 17.80(5)(d)	\$125.00
	J.	Conditional Use Permit – 17.30	\$125.00
	K.	Minimum Fee for all Permits Based Upon Value of Project and/or square footage	\$30.00
	L.	Township of LaGrange and Township of Tomah (Administrative and Inspection Fee added to Building Permit Fee for New One- & Two-Family Dwellings)	\$25.00

Designation of Fire Department Fees associated to Fire Suppression/Alarm permits

Motion by Zabinski, second by Yarrington, to approve the designation of revenue from fire suppression/alarm permits to the Fire and Inspection department. Motion carried.

Ordinance Amending Section 28-80 regarding Discharge of Firearms

Motion by Glynn, second by Koel, to waive the first verbatim reading of the ordinance amending section 28-80 Regarding Discharge of Firearms. Motion carried.

Motion by Glynn, second by Zabinski, to waive the second verbatim reading of the ordinance amending section 28-80 Regarding Discharge of Firearms. Motion carried.

Motion by Koel, second by Zabinski, to adopt the ordinance amending section 28-80 Regarding Discharge of Firearms. Motion carried.

ORDINANCE NO. 2022-03-06-D
Ordinance Amending Section 28-80 of the City of Tomah
Municipal Code Regarding Discharge of Firearms

The Common Council of the City of Tomah, Monroe County, Wisconsin, do ordain as follows:
SECTION ONE: Section 28-80. – Discharge of Firearms is hereby amended to read the following:

Section 28-80. Discharge of Firearms.

No person shall fire or discharge any cannon, gun, pistol (air or spring gun), or any firearm of any description within the city limits with the following exceptions:

- (1). A law enforcement officer.
- (2). A person lawfully hunting waterfowl on Lake Tomah as described in subsection 28-53(b) of the City of Tomah Municipal Code.
- (3). A disabled or elderly participant who is accompanied by his/her North American Squirrel Association (NASA) mentor representative, and the NASA mentor representative while acting in said mentor capacity, lawfully turkey hunting on land leased by said organization.

SECTION TWO: All ordinances in conflict with the foregoing are hereby repealed.

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

Michael Murray, Mayor
ATTEST:

Rebecca Weyer, Clerk
READ: 03/15/2022
PASSED: 03/15/2022
PUBLISHED: 03/24/2022

Morgan Stanley Lease Renewal

Motion by Yarrington, second by Pater, to approve the renewal of the Morgan Stanley lease for a 9-month term ending April 30, 2023 at a rate of \$1,177 per month. Motion carried.

Resolution Authorizing Payment of Monthly Bills

Motion by Kiefer, second by Pater, to approve the resolution authorizing the payment of monthly bills in the amount of \$4,335,776.64. Motion carried.

RESOLUTION NO. 2022-03-15-03

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:	2022	\$3,672,642.75	Check #'s:	139749 - 139922
2. Payroll:		\$395,909.33	Dir Dep #'s:	9295012 - 9295251
3. Wire/ACH Transfers:		\$243,631.81		140003 140005 140014 140016 139923 139949 139953 139956 139964 139977 139981 139983 139987 139989 139990 139991
4. Invoices:		\$23,592.75		
Total:		\$4,335,776.64		

Mayor
Clerk

Requested by: Finance Department
Submitted by: Committee of the Whole
March 9, 2022

Request for ARPA Funds Allocation for LED Crosswalk Signs

Motion by Zabinski, second by Glynn, to approve the use of ARPA funds in the amount of up to \$50,000 for new LED Crosswalk signs at the following locations:
STH 16 (W. Clifton Street) at Hollister Ave.
US 12 (Superior Ave) at Holton Street
US 12 (Superior Ave) at Foster Street
US 12 (N. Superior Ave) at Recreational Trail
Motion carried.

Planning Commission

Ordinance amendment regulating parking in the front yard

Motion by Pater, second by Zabinski to waive the first verbatim reading of the Ordinance amending sections 52-14, 52-116 and 52-206 regarding parking requirements and front yard parking. Motion carried with one negative vote (Yarrington).

Motion by Pater, second by Zabinski to waive the second verbatim reading of the Ordinance amending sections 52-14, 52-116 and 52-206 regarding parking requirements and front yard parking. Motion carried with one negative vote (Yarrington).

Motion by Pater, second by Kiefer, to approve the Planning Commission and Public Works Commission recommendation to adopt the Ordinance amending sections 52-14, 52-116 and 52-206 regarding parking requirements and front yard parking. Motion carried with one negative vote (Yarrington).

ORDINANCE NO. 2022-03-07-D

Ordinance Amending Sections 52-14, 52-116 and 52-206 of the City of Tomah Municipal Code Regarding Definitions, Parking requirements and Front yard parking
The Common Council of the City of Tomah, Monroe County, Wisconsin, do ordain as follows:

SECTION ONE: Section 52-14. – Definitions is hereby amended to add the following additional definitions:
Drive Apron means the connection between a driveway and the traveled portion of a street in the public right of way, including any sidewalk area abutting thereon.

Driveway means an improved surface maintained for motor vehicle access and parking. Such surfaces include those located from street entrance to garage or parking area, and those used specifically for circular turnaround or circular through traffic.

Front yard as it specifically relates to sec. 52-206 means any area between the street and main building line.

Improved Surface means a surface of hot mix/recycled asphalt, poured/precast concrete or other material that is dust-free. Grass, crushed rock, or gravel are prohibited. An improved surface shall provide a hard driving surface, resist rutting, provides for sufficient water runoff and is graded and surfaced. Alternative surfaces may be approved by the Zoning Administrator or Public Works Director.

Motor vehicle means any self-propelled land vehicle which can be used for towing or transporting people or materials, including but not limited to automobiles, trucks, buses, motorized campers, motorcycles, motor scooters, and tractors.

Parking Pad means an improved surface which is not a driveway or drive apron, connected to a driveway upon which vehicles are parked.

Recreational Vehicle means a vehicle primarily used for leisure activities, including but not limited to all- terrain vehicles, boats, with or without trailers, camping trailers, jet skis, motor home, utility trailers, snow mobiles, and like motorized & non-motorized vehicles.

SECTION TWO: Section 52-206. Parking in front yards is hereby amended to read as follows: 52-206. Parking in front yards.
(a) Definition. For purposes of this ordinance, front yard is defined as any area between the street and main building line.
(b) It shall be prohibited for any person owning or having control of a motor vehicle or recreational vehicle to park or allow to be parked at any time in the front yard and interior side yard other than on a driveway or parking pad that extends the full length and width of the vehicle. Parking pad and driveways areas shall be maintained in a safe and sanitary condition and shall not contribute to soil erosion. The parking pad and driveway area shall be installed so as to avoid creating standing water conditions. A person shall not park any motor vehicle or recreational vehicle on a corner side yard. The enforcement of this section shall be the responsibility of the building inspector, or any other code enforcement officer.

SECTION THREE: All ordinances in conflict with the foregoing are hereby repealed.

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

Michael Murray, Mayor ATTEST:

Rebecca Weyer, Clerk
READ: 03/15/2022
PASSED: 03/15/2022
PUBLISHED: 03/28/2022

Ordinance Rezoning Property Parcel #286-00037-0000 on Glendale Ave

Motion by Yarrington, second by Zabinski, to waive the first verbatim reading of the Ordinance Rezoning Property Parcel #286-00037-0000 on Glendale Ave. Motion carried.

Motion by Yarrington, second by Kiefer, to waive the second verbatim reading of the Ordinance Rezoning Property Parcel #286-00037-0000 on Glendale Ave. Motion carried.

Council President Gigous appealed to the public to ensure they reach out and ask questions of their Council members or City Clerk when items of note are on the agenda.

Motion by Kiefer, second by Zabinski, to adopt the Ordinance Rezoning Property Parcel #286-00037-0000 on Glendale Ave. Motion carried.

Ordinance No. 2022-03-08-D

ORDINANCE RE-ZONING PROPERTY PARCEL #286-00037-0000

The Common Council of the City of Tomah, do ordain as follows: SECTION ONE:
After Petition, Notice and Public Hearing in accordance with the Wisconsin Statutes and City of Tomah Ordinance, the Common Council of the City of Tomah hereby re-zone the following described real estate from C1-Conservancy to I-Institutional.

PART OF OL 42, 43, 47 & 48, ASSESSOR'S PLAT; A LEASE FOR NEW CINGULAR WIRELESS PCS LLC IN #666026

SECTION TWO:

All Ordinances or part thereof in conflict with the foregoing are hereby repealed.

SECTION THREE:

This Ordinance shall take effect upon passage and publication.

Michael Murray, Mayor

ATTEST:

Rebecca Weyer, City Clerk

READ: 03/15/2022

PASSED: 03/15/2022

PUBLISHED: 03/28/2022

Plan Commission recommendation for contracting of Planning Consultants

Motion by Glynn, second by Zabinski, to approve the Planning Commission recommendation of contracting with Vandewalle & Associates for Planning Services for the City of Tomah. Motion carried.

Ordinance amendment designating the Plan Commission as sole authority over review of Conditional Use Permits.

Motion by Zabinski, second by Yarrington, to waive the first verbatim reading of the Ordinance Amending Sections 52-70 (a), 52-72, 52-73, 52-74, and 52-256 (e) of the City of Tomah Municipal Code. Motion carried.

Motion by Yarrington, second by Zabinski, to waive the second verbatim reading of the Ordinance Amending Sections 52-70 (a), 52-72, 52-73, 52-74, and 52-256 (e) of the City of Tomah Municipal Code. Motion carried.

Motion by Kiefer, second by Koel, to adopt the Ordinance Amending Sections 52-70 (a), 52-72, 52-73, 52-74, and 52-256 (e) of the City of Tomah Municipal Code. Motion carried.

ORDINANCE NO. 2022-03-09-D

Ordinance Amending Sections 52-70 (a), 52-72, 52-73, 52-74, and 52-256 (e) of the City of Tomah Municipal Code

The Common Council of the City of Tomah, Monroe County, Wisconsin, do ordain as follows:

SECTION ONE: Section (a) of 52-70 Conditions and guarantees is hereby amended to read as follows:

(a) The plan commission may stipulate such conditions and restrictions upon the establishment, maintenance, and operation of the conditional uses as it may find necessary to promote the public health, safety, and general welfare of the community and to secure compliance with the standards specified in section 52-71.

SECTION TWO: Section 52-72. Permit is hereby amended to read as follows:

Section 52-72. Permit.

The plan commission shall authorize the building inspector to issue a conditional use permit specified in this chapter after review and a public hearing, provided such uses are in accordance with the purpose and intent of this chapter.

SECTION THREE: Section 52-73 Denial is hereby amended to read as follows:

Section 52-73 Denial and Appeal.

(a) No applications for a conditional use which has been denied wholly or in part by the plan commission shall be resubmitted for a period of one year from the date of denial, except on the grounds that substantial new evidence or proof of change to compliance with the applicable conditions is included in the resubmitted application.

(b) An appeal from the decision of the plan commission regarding an application for a conditional use permit may be taken to the Board of Appeals by any person aggrieved by the decision of the plan commission and must be filed in the office of the city clerk within ten days of the decision of the plan commission. Such appeal must specify the grounds therefor. The Board of Appeals shall fix a reasonable time for the hearing of the appeal and give notice thereof as well as due notice to the parties in interest, and decide the same within a reasonable time. The decision of the plan commission shall be upheld unless the Board of Appeals by a favorable vote of two-thirds of the members of the Board of Appeals reverses or modifies the action of the plan commission.

SECTION FOUR: Section 52-74. Validity is hereby amended to read as follows:

Section 52-74. Validity.

Permits issued hereunder are valid only as to approved use and are not transferable without the approval of the plan commission.

SECTION FIVE: Section (e) of 52-256 Changes and amendments is hereby amended to read as follows:

(e) Hearings. The plan commission shall hold a public hearing on the proposed zoning change. Notice shall be provided as a Class 2 notice, under ch. 985 of Wis. Stats., published twice, once each week consecutively, with the last at least one week (seven days) before the hearing. The plan commission shall also give at least ten days prior written notice to the clerk of any municipality within 1,000 feet of any land to be affected by the proposed change or amendment.

SECTION SIX: All ordinances in conflict with the foregoing are hereby repealed.

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

Michael Murray, Mayor

ATTEST:

Rebecca Weyer, Clerk

READ: 03/15/2022

PASSED: 03/15/2022

PUBLISHED: 03/28/2022

Ambulance Commission

Tomah Area Ambulance Service, purchase a take home vehicle for the full-time Deputy EMS Chief

This is one of the vehicles that was previously brought before the Council to be purchased from Monroe County that did not become available. There is now a vehicle available for purchase. The funding for this vehicle will come from the Ambulance budget and not from the general fund which is funded by taxpayer dollars. Motion by Koel, second by Yarrington, to approve the purchase of a take home vehicle for the full time Deputy EMS Chief not to exceed \$9000. Motion carried.

Community Development Block Grant (CDBG)

Review & action(s) to be taken in consideration of discontinuing/closing City of Tomah - Community Development Block Grant (CDBG) Housing State Revolving Loan Fund (SRLF)

The City has operated this revolving loan fund since the 1980s. As the money is paid out it goes into a revolving loan fund. The money is spent to improve Tomah properties. A few years ago, the state mandated the money will not be repaid back to the program until after the house is paid. There are only two loans outstanding and there are not enough funds to continue to fund the program.

Motion by Yarrington, second by Pater, to approve the discontinuation/closing of the City of Tomah Community Development Block Grant Housing State Revolving Loan Fund. Motion carried.

ADJOURN

Motion by Zabinski, second by Pater, to adjourn. Meeting adjourned at 7:46 p.m.

Adam Gigous, Council Vice President

Attest: Rebecca Weyer, City Clerk

To be approved on 04/19/2022

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 29 and Saturday, July 30, 2022 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 29 and 30, 2022.

In the past, the MCSS have been granted the time extension at Recreation Park, 1625 Butts Avenue and are asking the council consider this again for 2022.

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 29 and Saturday 30, 2022 at Recreation Park.

Respectfully submitted by:

Nicole E. Jacobs

Committee: Committee of the Whole & Common Council

Meeting Date: April 18 & 19, 2022



MONROE COUNTY SUPPORT SERVICES

P.O. BOX 908 – Tomah, WI 54660

Phone: 608-372-2081 Fax: 608-372-1052

Email: mail@tomahtractorpull.com

www.tomahtractorpull.com

www.monroecountyfairwi.com



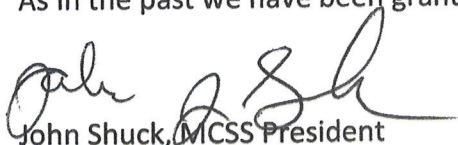
June 23rd – 25th, 2022

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

July 27th – 31st, 2022

Monroe County Support Services are requesting to have the beer garden open on Friday, July 29 and Saturday, July 30, 2022 until 1:00am.

As in the past we have been granted the time extension, please consider this again for 2022.



John Shuck, MCSS President

608-344-1058

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Application for Class "B" Fermented Malt Beverage License for Cantina 5 Sports Bar INC

Summary and Background Information:

(Appropriate Documentation Attached)

Cantina 5 Sports Bar INC– Merelin Marisa Sanchez Tizol, Agent, has applied for Class "B" Fermented Malt Beverage and Class "B" Liquor Licenses in the City of Tomah at 1119 Superior Ave, Tomah, WI 54660, to be effective May 1, 2022.

Fiscal Note:

Total revenue generated to the City of Tomah by the issuance of this prorated licenses is \$124.50.

Recommendation:

The application has been completed and reviewed. It is requested that the Committee of the Whole recommend the Common Council to approve the Class "B" Fermented Malt Beverage and Class "B" Liquor Licenses as requested.

Respectfully submitted by:

Nicole Jacobs

Committee: Committee of the Whole & Common Council

Meeting Date: April 18 & 19, 2022

**CITY OF TOMAH
NOTICE OF APPLICATION FOR CLASS B FERMENTED MALT LICENSE
FOR THE LICENSE PERIOD OF: 10/19/2021 – 6/30/2022**

Notice is hereby given that Cantina 5 Sports Bar INC– Merelin Marisa Sanchez Tizol, Agent, has applied for Class “B” Fermented Malt Beverage and Class “B” Liquor Licenses in the City of Tomah at 1119 Superior Ave, Tomah, WI 54660, to be effective May 1, 2022.

Nicole Jacobs, Deputy City Clerk

Publication Notes:

Publish: Monroe County Herald – In-Line Single Column Legal Notice–Wednesday April 13, 2022. Charge Account #8988-City of Tomah. Please provide affidavit of publication.

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Renewal of "Class A" Liquor & Class "A" Fermented Malt Beverage Licenses

Renewal of "Class A" Liquor Beverage Licenses

Renewal of "Class B" Liquor & Class "B" Fermented Malt Beverage Licenses

Renewal of Class "B" Fermented Malt Beverage Licenses

Renewal of "Class C" Wine Beverage Licenses

Summary and Background Information:

(Appropriate Documentation Attached)

See attached list of Alcohol License Applications. All licenses are for the period July 1, 2022 to June 30, 2023.

Fiscal Note:

Total revenue generated to the City of Tomah by the issuance of these licenses is \$21,465.00.

Recommendation:

The license applications and background checks have been reviewed and completed. It is requested that the Committee of the Whole recommend the Common Council to approve the issuance of the alcohol license renewals for the license period of July 1, 2022 through June 30, 2023.

Respectfully submitted by:

Nicole Jacobs

Committee: Committee of the Whole & Common Council

Meeting Date: April 18 & 19, 2022

CITY OF TOMAH
NOTICE OF APPLICATION FOR RENEWAL BEER AND/OR LIQUOR LICENSES
FOR THE LICENSE PERIOD OF: 7/1/2022 – 6/30/2023

The following have applied for "Class A" Liquor and Class "A" Fermented Malt Beverage Licenses in the City of Tomah:

1. Aldi Inc. (Store #52) at 1844 N. Superior Ave
2. Casey's Marketing Company DBA Casey's General Store #1933
3. Simran Corporation DBA Hwy 12 & 16 BP Citgo at 1030 E Clifton St
4. Wittig Inc. DBA Hwy 21 BP at 311 Wittig Rd
5. 907 McCoy Inc. DBA Hwy 21 Shell Mobil at 907 E McCoy Blvd
6. Kwik Trip, Inc. (Store #484) at 124 W McCoy Blvd
7. Kwik Trip, Inc. (Store #718) at 1504 Superior Avenue
8. Kwik Trip, Inc. (Store #796) at 310 E McCoy Blvd
9. Molter Family Markets LLC DBA Molter's Fresh Market at 701 E. Clifton St
10. Tomah Quick Stop & Spirit Shop LLC at 201 W. Veterans St.
11. Tomah Mini Mart at 215 W. Clifton St.
12. Wal-Mart Stores East, LP DBA Walmart #965 at 222 W McCoy Blvd

The following have applied for "Class B" Liquor and Class "B" Fermented Malt Beverage Licenses in the City of Tomah:

1. M&M Vending Amusements, LLC DBA The Bank Bar at 1015 Superior Ave
2. Tomchadah Inc. DBA The Break Room Sports Bar & Grill at 1121/1123 Superior Ave
3. Cancun Bay LTD 1422 Superior Ave (RESERVE LICENSE)
4. Carlton LLC at 309 Superior Ave
5. T & J Hospitality LLC DBA Cran-Beary Pub at 319 Wittig Rd
6. Cantina 5 Sports Bar INC at 1119 Superior Ave
7. Don Cinco De Mayo Cantina Inc. 918 E McCoy Blvd
8. Swami Hospitality Inc. DBA Econolodge at 2005 N Superior Ave
9. James Frandsen DBA Franny's at 1115 Superior Ave
10. Il Zones, LLC DBA Strike Zone & Pizones 208 & 210 Superior Ave
11. Kelsey's LLC at 201 Superior Ave
12. JVM Investments LLC DBA Murray's on Main at 810 Superior Ave
13. C & H Foodservice Inc. DBA Perkins Family Restaurant / Mr. P's at 1015 E McCoy Blvd
14. Kenneth Pierce DBA Smoke's Elbow Room Bar at 114 W Benton St
15. T & J Hospitality LLC DBA Taphouse Twenty 201 Helen Walton Dr., Ste. 1
16. Vino Anjo LLC at 800 Superior Ave

The following have applied for Class "B" Fermented Malt Beverage Licenses in the City of Tomah:

1. Area Community Theatre Inc. at 907 Kilbourn Ave
2. Zheng's 1688 Inc. DBA China Buffet at 115 W McCoy Blvd
3. Stump Hospitality LLC DBA Hampton Inn at 219 Buan St
4. Knights of Columbus of Tomah Wisconsin Inc. at 202 E Juneau St
5. ZM Peking Chinese Restaurant LLC DBA Peking Chinese Restaurant at 1013 Superior Ave
6. Northfield Restaurant Corporation DBA Pizza Hut at 1821 N Superior Ave

The following have applied for a "Class C" Wine License in the City of Tomah:

1. Zheng's 1688 Inc. DBA China Buffet at 115 W McCoy Blvd
2. Paula Caucutt DBA Natural Connection at 1012 Superior Ave
3. ZM Peking Chinese Restaurant LLC DBA Peking Chinese Restaurant at 1013 Superior Ave

Nicole Jacobs, Deputy City Clerk, Tomah, WI

***Publish: Monroe County Herald – In-Line Single Column Legal Notice–Wednesday, April 13, 2022.
 Charge Account #8988 - City of Tomah. Please provide affidavit of publication.***

City of Tomah
Cash and Investments
March 31, 2022

Fund 01 - General Fund						
	Investment Description	Investment Type	C/D Rate	Due	Beginning Balance 2/28/2022	Ending Balance 3/31/2022
MBS	Wells Fargo Bk West LV	C/D	1.80	12/13/22	100,000.00	100,000.00
MBS	Wells Fargo Bk West LV	C/D	1.90	01/17/23	100,000.00	100,000.00
MBS	Texas Exchange Bk	C/D	0.85	04/10/22	200,000.00	200,000.00
MBS	Sallie Mae Bk Salt Lake	C/D	1.95	08/22/22	100,000.00	100,000.00
MBS	MM Fund	MM			104,291.05	104,705.29
RBC	Morgan Stanley Pvt Bank	C/D	0.75	01/27/28	70,000.00	70,000.00
RBC	Bridgewater Bk	C/D	0.25	09/20/27	60,000.00	60,000.00
RBC	Live Oak Bk	C/D	0.60	10/08/26	100,000.00	100,000.00
RBC	Capital One Bk USA Natl Assn	C/D	2.35	06/20/22	30,000.00	30,000.00
RBC	Merric Bk South Jordan UT	C/D	1.80	08/22/22	130,000.00	130,000.00
RBC	BMW Bk North Amer Salt Lake	C/D	1.85	10/11/22	100,000.00	100,000.00
RBC	Synchrony	C/D	1.05	03/27/23	100,000.00	100,000.00
RBC	State Bank of India NY	C/D	1.05	06/10/25	245,000.00	245,000.00
RBC	Texas Exchange Bk Crowley	C/D	1.00	06/19/25	155,000.00	155,000.00
RBC	Toyota Fin Svgs Bank	C/D	0.90	11/30/27	100,000.00	100,000.00
RBC	Federal Farm Credit Bank	C/D	2.45	02/23/28	0.00	145,000.00
RBC	Frazer Bk Okla	C/D	1.10	06/26/28	50,000.00	50,000.00
RBC	Federal Farm Credit	C/D	1.54	11/30/26	297,000.00	297,000.00
RBC	US Govt MM Fund	MM			145,116.64	934.21
FMB	x706	C/D	0.40	01/15/22	118,547.03	118,547.03
LGIP	01	TF			5,934.12	5,934.94
Bank First	x8095	C/D	0.80	06/19/22	175,540.85	175,540.85
Bank First	x3439	C/D	2.25	05/22/21	170,216.47	170,216.47
Bank First	X6465	M/M			735,301.37	735,332.60
Bank First	Tax Account	M/M			4,360.18	5,731.06
Bank First	ED X1194	M/M			113,373.20	115,641.40
CCF	ICS SWEEP ACCOUNT	M/M			714,705.55	714,887.64
CCF	X768	M/M			21,462.96	21,464.78
TOTAL					4,245,849.42	4,250,936.27

**City of Tomah
Cash and Investments
March 31, 2022**

Fund 07 - Debt				
Investment Description		Investment Type	Beginning Balance 2/28/2022	Ending Balance 3/31/2022
LGIP	06	T/F	7,479.85	7,480.88
Bank First	X6465	M/M	349,214.49	349,229.32
TOTAL			356,694.34	356,710.20

Fund 08 - Capital				
Investment Description		Investment Type	Beginning Balance 2/28/2022	Ending Balance 3/31/2022
LGIP	02	T/F	83,226.10	83,237.60
Bank First	X6465	M/M	80,639.91	80,643.33
CCF	X768	M/M	25,526.65	25,528.82
TOTAL			189,392.66	189,409.75

Fund 02 - Lake						
Investment Description		Investment Type	C/D Rate	C/D Due	Beginning Balance 2/28/2022	Ending Balance 3/31/2022
RIA	4337420053	C/D	1.85	03/03/21	14,893.75	14,898.48
LGIP	03	TF			27,205.44	27,209.20
RIA	44374202	M/M			202,764.39	202,850.50
TOTAL					244,863.58	244,958.18

Fund 04 - CDBG				
Investment Description		Investment Type	Beginning Balance 2/28/2022	Ending Balance 3/31/2022
TACU		CK	836.06	836.06
TACU		SAVINGS	88,083.19	88,083.19
Bank First		CK	873.55	873.55
Bank First	X0822	SAVINGS	234,923.75	236,142.07
TOTAL			324,716.55	325,934.87

**City of Tomah
Cash and Investments
March 31, 2022**

Sewer Department						
	Investment Description	Investment Type	C/D Rate	C/D Due	Beginning Balance 2/28/2022	Ending Balance 3/31/2022
RBC	First Natl Bk Amer East	C/D	0.75	04/30/26	115,000.00	115,000.00
RBC	Sallie Mae Bk	C/D	2.75	03/21/22	65,000.00	0.00
RBC	Cap One VA	C/D	2.35	06/20/22	178,667.00	178,667.00
RBC	Morgan Stanley Bk N A Utah	C/D	1.90	08/22/22	175,000.00	175,000.00
RBC	Capital One Bk USA Nat	C/D	1.90	08/22/22	45,000.00	45,000.00
RBC	Merrick Bk South Jordan UT	C/D	1.80	08/22/22	15,000.00	15,000.00
RBC	Sallie Mae Murray UTAH	C/D	0.90	06/30/26	180,000.00	180,000.00
RBC	US Govt MM Fund	M/M			205,651.06	271,637.77
Bank First	43411	C/D	2.25	05/17/21	130,567.85	130,567.85
Bank First	28089	C/D	0.80	06/19/22	134,642.31	134,642.31
LGIP	04	T/F			541,311.33	541,386.14
CCF	XX8352	M/M			403,719.52	403,753.81
CCF	ICS Sweep	M/M			261,861.64	261,928.36
Bank First	X6341	M/M			551,787.95	551,811.38
Bank First	CLEARING ACCT	M/M			521,883.29	779,641.82
TOTAL					3,525,091.95	3,784,036.44

Water Department						
	Investment Description	Investment Type	C/D Rate	C/D Due	Beginning Balance 2/28/2022	Ending Balance 3/31/2022
RBC	Texas Exchange	C/D	0.60	12/18/25	90,000.00	90,000.00
RBC	Wells Fargo Bank	C/D	2.60	04/12/22	93,000.00	93,000.00
RBC	Cap One VA	C/D	2.35	06/20/22	36,333.00	36,333.00
RBC	TIAA Jacksonville	C/D	2.10	07/29/22	211,000.00	211,000.00
RBC	Lakeland Bk NFLD NJ	C/D	1.15	03/30/23	245,000.00	245,000.00
RBC	BMW BK North Am Salt Lake	C/D	1.85	10/11/22	35,000.00	35,000.00
RBC	Flagstar Bk Troy Mich.	C/D	0.45	08/14/24	245,000.00	245,000.00
RBC	Toyota Fin Svgs Bank	C/D	0.90	11/30/27	145,000.00	145,000.00
RBC	BMW BK North Am Salt Lake	C/D	1.65	02/28/23	110,000.00	110,000.00
RBC	United Roosevelt Svgs	C/D	0.55	03/12/26	245,000.00	245,000.00
RBC	First Natl Bk Amer East	C/D	0.75	04/30/26	40,000.00	40,000.00
RBC	Sunwest Bk Irvine	C/D	0.70	04/30/26	45,000.00	45,000.00
RBC	US Bank Salt Lake City	C/D	0.95	09/22/26	100,000.00	100,000.00
RBC	US Govt MM Fund	M/M			393,610.30	395,466.72
LGIP	05	TF			10,165.62	10,167.02
CCF	x659	M/M			450,629.24	200,655.87
CCF	ISC SWEEP ACCOUNT 659	M/M			1,085,844.12	1,086,120.77
Bank First	CLEARING ACCT	M/M			682,189.14	858,014.86
TOTAL					4,262,771.42	4,190,758.24

**City of Tomah
Cash and Investments
March 31, 2022**

TOTAL BY INSTITUTION		
	2/28/2022	3/31/2022
Bank First	3,885,514.31	4,324,028.87
Multi-Bank Securities, Inc.	604,291.05	604,705.29
CCF	2,963,749.68	2,714,340.05
Farmers & Merchants Bank Kendall	118,547.03	118,547.03
Local Government Investment Pool	675,322.46	675,415.78
RIA Federal Credit Union	217,658.14	217,748.98
RBC Wealth Management	4,595,378.00	4,599,038.70
Tomah Area Credit Union	88,919.25	88,919.25
TOTAL	13,149,379.92	13,342,743.95

STAFF COMMITTEE PREPARATION REPORT

Agenda Item: Hiring a Replacement Patrol Officer

Summary and Background Information: Officer Pete Huneck has submitted a resignation/retirement letter effective July 24, 2022.

The current police academy graduates on June 10, 2022 that will consist of several candidates entering a very competitive job market. If TPD waits to hire a candidate from the graduating academy until July 24, 2022, it is highly likely another agency will hire that person before us.

In the event that no certifiable candidate from the graduating academy is hired, it is likely that TPD would have to sponsor a police recruit through the next police academy that starts on June 6, 2022. In order to sponsor a police recruit, the State of Wisconsin requires that the person is employed by the sponsoring agency prior to the start of the police academy.

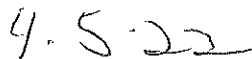
Regardless if TPD hires a candidate from the graduating academy or sponsors a police recruit for the next academy, TPD would need to hire a new officer prior to Officer Huneck retiring. This would temporarily raise our sworn staffing level from 21 to 22 officers until July 24, 2022, the date that Officer Huneck retires.

Molly conducted a budget analysis on temporarily adding an additional sworn employee. The analysis resulted in a budget shortfall of \$1,244.44 (See attached). That money can be absorbed into the current 2022 budget cycle without seeking additional funding or requesting future budget amendments.

Recommendation: It is my recommendation to allow TPD to hire an additional officer as early as June 1, 2022 to ensure that we have proper staffing levels going forward.



Department Head



Date

Payroll Number	Paycheck Date	WAGES		INSURANCE		RETIREMENT		PAYROLL TAXES		Total Budget Excess
		Huneck	New Officer	Huneck	New Officer	Huneck	New Officer	Huneck	New Officer	
1	1/14/2022	2,366.80		2,013.56		153.84		181.06	-	
2	1/28/2022	2,476.80				160.99		189.48	-	
3	2/11/2022	2,476.80		2,013.56		160.99		189.48	-	
4	2/25/2022	2,476.80				160.99		189.48	-	
5	3/11/2022	2,476.80		2,013.56		160.99		189.48	-	
6	3/25/2022	2,476.80				160.99		189.48	-	
7	4/8/2022	2,476.80		2,013.56		160.99		189.48	-	
8	4/22/2022	2,476.80				160.99		189.48	-	
9	5/6/2022	2,476.80		2,013.56		160.99		189.48	-	
10	5/20/2022	2,476.80				160.99		189.48	-	
11	6/3/2022	2,476.80	-	2,013.56		160.99	110.95	189.48	130.58	
12	6/17/2022	2,476.80	1,706.88			160.99	138.68	189.48	163.22	
13	7/1/2022	2,476.80	2,133.60		817.85	160.99	138.68	189.48	163.22	
14	7/15/2022	2,476.80	2,133.60			160.99	138.68	189.48	163.22	
15	7/29/2022	2,476.80	2,133.60			160.99	138.68	189.48	163.22	
16	8/12/2022	-	2,133.60		817.85		138.68	-	163.22	
17	8/26/2022	-	2,133.60				138.68	-	163.22	
18	9/9/2022	-	2,133.60		817.85		138.68	-	163.22	
19	9/23/2022	-	2,133.60				138.68	-	163.22	
20	10/7/2022	-	2,133.60		817.85		138.68	-	163.22	
21	10/21/2022	-	2,133.60				138.68	-	163.22	
22	11/4/2022	-	2,133.60		817.85		138.68	-	163.22	
23	11/18/2022	-	2,133.60				138.68	-	163.22	
24	12/2/2022	-	2,133.60		817.85		138.68	-	163.22	
25	12/16/2022	-	2,133.60				138.68	-	163.22	
26	12/30/2022	-	2,133.60				138.68	-	163.22	
Total Wages		37,042.00	31,577.28	12,081.36	4,907.10	2,407.73	1,941.58	2,833.71	2,285.09	
Total Budgeted		61,653.70	-	24,162.72	-	4,007.49	-	4,007.49	-	Total Budget Excess
Remaining Budget		24,611.70	(31,577.28)	12,081.36	(4,907.10)	1,599.76	(1,941.58)	1,173.78	(2,285.09)	(1,244.44)

March 28, 2022

Chief Scott Holum

Tomah Police Department

Chief Holum:

This letter is to you inform you that I plan to retire from the Tomah Police Department on July 24, 2022.

I have enjoyed working for the Tomah Police Department and will miss the many friends that I have met here over the years.

Sincerely,



Pete Huneck

3.31.22

cc: City Clerk Becki Weyer - TADC

received

3.28.2022 TDC

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A TEMPORARY CHANGE IN THE 2022
CITY OF TOMAH POSITION COUNT OF SWORN OFFICERS BY THE CREATION OF ONE
FULL TIME PATROL OFFICER PENDING RETIREMENT**

WHEREAS, the City of Tomah Police department has received notification of a pending retirement of a Patrol Officer; and,

WHEREAS, in this year of 2022, recruitment and retention of police officers is challenging due to the increase of available positions in the local area and competitive salary and benefits packages abound; and,

WHEREAS, hiring a replacement Patrol Officer will ensure proper staffing levels during the transitional period, and it is likely that the Tomah Police Department would sponsor a police recruit through the next police academy that begins on June 6, 2022; and,

WHEREAS, budget analysis of temporarily adding an additional sworn employee resulted in a budget shortfall of \$1,244.44, and that amount shall be absorbed into the current 2022 Police Department budget cycle without seeking additional funding,

NOW, THEREFORE BE IT FURTHER RESOLVED that the City of Tomah Common Council does hereby authorize a temporary change in the 2022 City of Tomah Position Count of sworn officers from 21 to 22 with the addition of one full time Patrol Officer pending the retirement of an existing Patrol Officer.

BE IT FURTHER RESOLVED that once the Patrol Officer retirement is finalized, the position count shall automatically return to 21.

Dated this 19th day of April, 2022.

Michael Murray, Mayor

ATTEST:

Rebecca Weyer, City Clerk

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Request to reduce building permit fee for the Boys and Girls Club

**Summary and background information:
(Appropriate documents attached)**

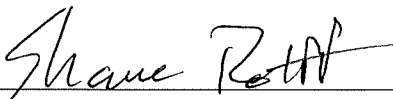
The Boys and Girls Club has requested a reduce fee for their building permit

Fiscal Note:

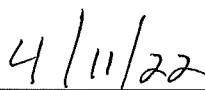
Permit fee: \$2,270

Recommendation:

At the City Councils discretion



Building Inspector/Zoning Administrator
Shane Rolff



Date

Building Permit Fee

Karen DeSanto <karend@bgcwcw.org>

Mon 3/14/2022 4:08 PM

To: Shane Rolff <srolff@tomahonline.com>

Cc: Jason Ryan <j.ryan@adcidesign.com>

Hi Shane,

On behalf of the Boys & Girls Clubs of West Central WI - Tomah, I would like to request a reduction of the building permit fee for our 917-919 Superior Avenue project. I believe you have been in contact with Jason Ryan from ADCI on this already.

Shane, just let me know what else you need from me!

Appreciate it,

My Best,

Karen

Karen DeSanto

Chief Executive Officer

www.bgcwcw.org

Cell 608-852-6645

BARABOO - REEDSBURG - TOMAH

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Request for adoption of presented Ordinance change to Ordinance Section 2-2 to Establish City of Tomah Wards due to Congressional redistricting.

Summary and Background Information:

(Appropriate Documentation Attached)

On March 1, 2022, the Wisconsin Supreme Court, in *Johnson v. Wisconsin Elections Commission*, adopted the maps that were proposed by Governor Evers for both Wisconsin state legislative districts and United States congressional districts. On March 23, 2022, the United States Supreme Court, in *Wisconsin Legislature, et al. v. Wisconsin Elections Commission, et al. and Glenn Grothman et al. v. Wisconsin Elections Commission et al.*, reversed the Wisconsin Supreme Court's decision with regard to state legislative districts, but left in place the decision with regard to Congressional districts.

Because the lines were drawn through multiple wards in the City of Tomah, new wards are required as wards are not allowed to be divided by a Congressional district. Aldermanic districts will not change, but may contain more than two wards.

Recommendation:

Approval of the proposed amendment to Section 2-2 of the City of Tomah Municipal Code in order to redraw ward lines to create a total of 21 wards prior to the circulation of candidate paperwork for the August election.

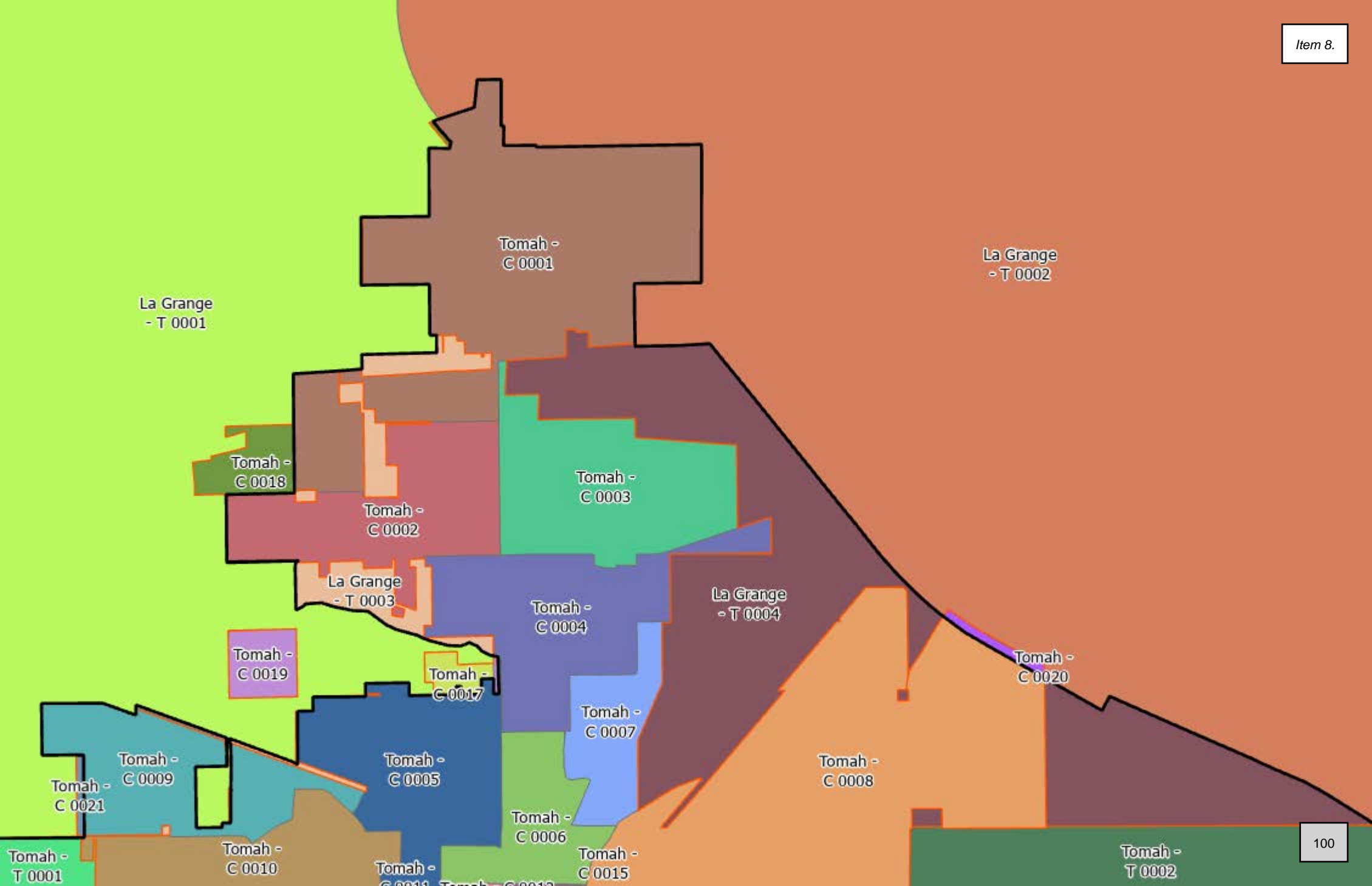
Becki Weyer

Becki Weyer, City Clerk

04/13/2022
Date

Committee: Committee of the Whole and Common Council

Meeting Date(s): April 18 and April 19, 2022



City of Tomah

Ward 1

All that part of the City of Tomah, lying within Supervisory District 11, that lies North of the reference line described as follows on the date of ratification: commencing at a point where the City of Tomah's Westerly boundary intersects Eggleston Street/Flare Avenue immediately North of the West boundary of the First Addition to Sime-Eggleston Subdivision, thence East along the centerline of Eggleston Street until its intersection with La Grange Avenue, thence continuing East on the same bearing until intersecting with the East right of way of La Grange Avenue/Emerson Road, thence North along the East right of way of La Grange Avenue/Emerson Road until it intersects with the South boundary of the Tomah Area School District Property (La Grange School), thence East and South along the Southerly and Westerly boundary of the School District Property until it reaches the centerline of the Western terminus of Straw Street, thence continuing East along the centerline of Straw Street to its intersection with Mark Avenue thence continuing along the centerline of unfinished Straw Street extended until it reaches the centerline of the North Bound lanes of United States Highway 12 (North Superior Avenue), thence North along the centerline of the North Bound lanes until it intersects the South Right of way of the Railroad operated by Union Pacific Railroad, thence East along the South boundary of the railroad until it intersects the City of Tomah's Easterly boundary. **Except any lands lying in the 7th Congressional District.**

Ward 2

All that part of the City of Tomah, lying within Supervisory District 11, that lies to the right of the following reference line described as follows on the date of resolution: commencing at a point where the City of Tomah's Westerly boundary intersects Eggleston Street/Flare Avenue immediately North of the West boundary of the First Addition to Sime-Eggleston Subdivision, thence East along the centerline of Eggleston Street until its intersection with La Grange Avenue, thence continuing East on the same bearing until intersecting with the East right of way of La Grange Avenue/Emerson Road, thence North along the East right of way of La Grange Avenue/Emerson Road until it intersects with the South boundary of the Tomah Area School District Property (La Grange School), thence East and South along the Southerly and Westerly boundary of the School District Property until it reaches the centerline of the Western terminus of Straw Street, thence continuing East along the centerline of Straw Street to its intersection with Mark Avenue thence continuing along the centerline of unfinished Straw Street extended until it reaches the centerline of the Northbound lanes of United States Highway 12 (North Superior Avenue), thence South along the centerline of the Northbound lanes of United States highway 12 to its intersection with the centerline of Veterans Street, thence West along the centerline of Veterans Street until it intersects with Flatter Avenue, thence South along the centerline of Flatter Avenue until it intersects with the South right of way line of West Veterans Street also being the boundary of the City of Tomah, thence continuing clockwise along the City of Tomah Boundary to the Point of Beginning.

Ward 3

All that part of the City of Tomah, lying within Supervisory District 11, that lies to the right of the following reference line described as follows on the date of the resolution: commencing at a point where the City of Tomah's Easterly boundary intersects the centerline of East Veterans Street, thence Westerly along the centerline of East Veterans Street to its intersection with North Glendale Avenue, thence South along the centerline of North Glendale Avenue until its intersection with B street at the Veterans Administration property, thence West along the centerline of B Street through its intersection with Third Street and until its intersection with Second Street, thence North along the centerline of Second Street at the Veterans Administration property until it intersects with East Veterans Street, thence West along the centerline of East Veterans Street until its intersection with the centerline of the Northbound lanes of United States Highway 12, thence North along the centerline of the Northbound lanes of United States Highway 12 until it intersects the South Right of way of the Railroad operated by Union Pacific Railroad, thence East along the South boundary of the railroad until it intersects the City of Tomah's Easterly boundary, thence clockwise along the City of Tomah's Easterly Boundary to the point of beginning.

Ward 4

All that part of the City of Tomah, lying within Supervisory District 11, that lies to the right of the following reference line described as follows on the date of the resolution: commencing at a point where the City of Tomah's Easterly boundary intersects Foothill Avenue, thence West along the centerline of Foothill Avenue to the intersection with North Glendale Avenue, thence South along the centerline of North Glendale Avenue to its intersection with Franklin Street, thence West along the centerline of Franklin Street to its intersection with Lemonweir Parkway and Mill Street, thence South on Mill Street to its intersection with Arthur Street, thence West along the centerline of Arthur Street to its intersection with United States Highway 12 (North Superior Avenue) thence North along the centerline of the Northbound lanes of US Highway 12 to its intersection with Deer Creek, thence West along the centerline of Deer Creek to its intersection with the Westerly Boundary of the City of Tomah, thence clockwise along the Westerly Boundary of Tomah until its intersection with the South right of way boundary of West Veterans Street, thence West along the South right of way boundary of West Veterans Street until it intersects the centerline of Flatter Avenue, thence North along the centerline of Flatter Avenue until its intersection with Veterans Street, thence East along the centerline of Veterans Street until it intersects with Second Street at the Veterans Administration property, thence South along Second Street until its intersection with B Street, thence Easterly along the centerline of B Street through its intersection with Third Street until exiting the Veterans Administration Property at North Glendale Avenue, thence North along the Centerline of North Glendale Avenue to its intersection with East Veterans Street, thence East along the centerline of East Veterans Street until it intersects with the City of Tomah boundary, thence South along the Easterly boundary line of the City of Tomah clockwise to the point of beginning.

Ward 5

All that part of the City of Tomah, lying within Supervisory District 12, that lies to the right of the following reference line described as follows on the date of the resolution: commencing at a point where the City of Tomah's Westerly Boundary intersects Deer Creek, thence Easterly along Deer Creek until it intersects the centerline of the Northbound lanes of United States Highway 12, thence South along the centerline of the Northbound lanes until the intersection with Arthur Street, thence continuing South along the centerline of United States Highway 12 (North Superior Avenue) until it intersects with the Northerly right of way of the Railroad operate by Canadian Pacific Railway, thence continuing Southerly along the centerline of the Southbound lanes of United States Highway 12 to the intersection with West Washington Street, thence Westerly along the centerline of West Washington Street to the intersection with the centerline of West Benton Street, thence West along the centerline of West Benton Street to the intersection with Hollister Avenue, thence South along the centerline of Hollister Street to its intersection with Pearl Street, thence West along the centerline of Pearl Street to its intersection with Ann Street, thence North along the centerline of Ann Street to its intersection with West Jackson Street, thence East along the centerline of West Jackson Street to its intersection with May Street, thence North along the centerline of May Street to its intersection with Williams Street, thence West along the centerline of Williams Street to its intersection with Park View Drive, thence Northwesterly along the centerline of Park View Drive until its intersection with the South Fork of the Lemonweir River, thence Northerly along the centerline of the Lemonweir River until its intersection with the East line of Section 31 Town 18 North, Range 1 West, thence continuing North along the aforesaid East line of Section 31, until its intersection with the Northerly line of the railroad also being the Boundary of the City of Tomah, thence continuing Northwesterly along the Westerly border of the City of Tomah in a clockwise direction until the point of beginning. Also the Southwest Quarter of the Northeast Quarter of Section 32 of Town 18 North, Range 1 West. **Except any lands lying in the 7th Congressional District.**

West 6

All that part of the City of Tomah, lying within Supervisory District 12, that lies to the right of the following reference line described as follows on the date of the resolution: commencing at the intersection of Arthur Street and North Superior Avenue (US Highway 12), thence East along the centerline of Arthur Street until it intersects with the driveway leading into the Croell Redi-Mix concrete plant, thence straight south along the driveway and

through the Croell Redi-Mix Incorporated property and beyond until reaching the end of a driveway into Glendale Park that lies on the South Side of the Northerly ball diamond, thence continuing on said driveway centerline in Glendale Park in a Southerly and then Easterly direction until the centerline of the driveway intersects the center of North Glendale Avenue, thence Southerly along the centerline of North Glendale Avenue until it intersects the center of Townline Road, thence Southerly along the center of Council Creek, thence Southerly along the centerline of Council Creek until it intersects with the centerline of East Nott Street if it were extended to the center of Council Creek, thence West to the terminus of East Nott Street, thence continuing West along the centerline of Nott Street until it intersects the centerline of McLean Avenue, thence South along McLean Avenue until it intersects the centerline of West Foster Street, thence West along the centerline of West Foster Street until it intersects with the centerline of Hollister Avenue, thence North along the centerline of Hollister Avenue until it intersects the centerline of West Benton Street, thence East along the centerline of West Benton Street until it intersects West Washington Street, thence Southeasterly along the centerline of West Washington Street to the centerline of the Southbound lanes of United States Highway 12 (Superior Avenue), thence North along the centerline of the Southbound lanes of United States Highway 12 to the intersection with the North Right of way of the railroad operated by Canadian Pacific Railway, thence continuing North along the centerline of North Superior Avenue (United States Highway 12) to the point of beginning.

Ward 7

All that part of the City of Tomah, lying within Supervisory District 11, that lies to the right of the following reference line described as follows on the date of the resolution: commencing at a point where the City of Tomah's Easterly boundary intersects Council Creek, thence Southwesterly along Council Creek to its intersection with Townline Road, thence Westerly along Townline Road to its intersection with North Glendale Avenue, thence Northerly along North Glendale Avenue until it intersects with a driveway leading to the North Glendale Ball Park, thence Westerly along the driveway and continuing as it turns to the right (North) and following the driveway extended and through to the driveway that enters the Croell Redi-Mix Incorporated concrete plant and exiting the Croell Redi-Mix Property where its driveway intersects Arthur Street, thence East along the centerline of Arthur Street to its intersection with Mill Street, thence North along the centerline of Mill Street until it intersects with Franklin Street, thence East along Franklin Street until it intersects with North Glendale Avenue, thence Northerly along the centerline of North Glendale Avenue until it intersects Foothill Avenue, thence East along the centerline of Foothill Avenue until it intersects the Easterly boundary of the City of Tomah, thence continuing clockwise along the Easterly boundary of the City of Tomah to the point of beginning.

Ward 8

All that part of the City of Tomah, lying within Supervisory District 13, that lies to the left of the following reference line described as follows on the date of the resolution: commencing at a point where the City of Tomah's Easterly boundary intersects Council Creek, thence Southerly along Council Creek to its intersection with East Brownell Street, thence East along the centerline of East Brownell Street to its intersection with Carol Avenue, thence South along Carol Avenue to its intersection with East Monroe Street, thence East along the centerline of East Monroe Street until its intersection with King Avenue, thence South along King Avenue to its intersection with East Monowau Street, thence east along the centerline of East Monowau Street to its intersection with Sime Avenue, thence South along the centerline of Sime Avenue to its intersection with the Tomah City boundary, thence counter-clockwise along the City of Tomah Border to the point of beginning. **Except any lands lying in the 7th Congressional District.**

Ward 9

All that part of the City of Tomah, lying within Supervisory District 12, that lies to the left of the following reference line described as follows on the date of the resolution: commencing at the intersection of the City of Tomah's West boundary and the centerline of County Highway ET/Bow Street, thence East along the centerline of Bow Street to its intersection with Lakeview Drive, thence Northeast along Lakeview Drive to its terminus, thence continuing along a driveway through the Lakeview Condominium until it exits and intersects with Park View Drive, thence

continuing East along the Centerline of Park View Drive until it intersects with the South Fork of the Lemonweir River, thence continuing Northeast along the centerline of the river until it intersects the South railroad right of way boundary of the railroad operated by Canadian Pacific Railway, thence West along the south line of the railroad right of way boundary until it intersects the City of Tomah Boundary, thence continuing counter clockwise along the boundary of the City of Tomah to the point of beginning. **Except any lands lying in the 7th Congressional District.**

Ward 10

All that part of the City of Tomah, lying within Supervisory District 12, that lies to the right of the following reference line described as follows on the date of the resolution: commencing at the intersection of the City of Tomah's West boundary and the centerline of County Highway ET/Bow Street, thence East along the centerline of Bow Street to its intersection with Lakeview Drive, thence Northeast along Lakeview Drive to its terminus, thence continuing along a driveway through the Lakeview Condominium until it exits and intersects with Park View Drive, thence continuing East along the Centerline of Park View Drive until it intersects with Williams Street, thence East along Williams Street until it intersects with May Street, thence South along May Street until it intersects with West Jackson Street, thence West along West Jackson Street until it intersects with Ann Street, thence South along Ann Street until it intersects with Pearl Street, thence West along Pearl Street until it intersects with Butts Avenue, thence South along Butts Avenue to its intersection with Brandon Street, thence Westerly along Brandon Street until it intersects with Ellen Drive, thence South along Ellen Drive to its intersection with West Monowau Street, thence West along West Monowau Street to its intersection with Charles Drive, thence South along Charles Drive to its intersection with West Juneau Street, thence West along West Juneau Street until it intersects with the City of Tomah Boundary, thence clockwise along the City of Tomah boundary to the point of beginning.

Ward 11

All that part of the City of Tomah, lying within Supervisory District 12, that lies to the left of the following reference line described as follows on the date of the resolution: commencing at the intersection of Ann Street and Pearl Street, thence heading west along the centerline of Pearl Street until it intersects with Butts Avenue, thence South along Butts Avenue to its intersection with Brandon Street, thence Westerly along Brandon Street until it intersects with Ellen Drive, thence South along Ellen Drive to its intersection with West Monowau Street, thence West along West Monowau Street to its intersection with Charles Drive, thence South along Charles Drive to its intersection with West Juneau Street, thence East along the centerline of West Juneau Street to its intersection with Hollister Avenue, thence North along the centerline of Hollister Avenue to its intersection with West Monroe Street, thence East along the centerline of West Monroe Street to its intersection with McLean Avenue, thence North along McLean Avenue to its intersection with West Foster Street, thence West along the centerline of West Foster Street to its intersection with Hollister Avenue, thence North along Hollister Avenue to its intersection with Pearl Street, thence west along Pearl Street to the point of beginning.

Ward 12

All that part of the City of Tomah, lying within Supervisory District 13, that lies to the right of the following reference line described as follows on the date of the resolution: commencing at the intersection of West Juneau Street and Hollister Avenue, thence North along the centerline of Hollister Avenue to its intersection with West Monroe Street, thence East along the centerline of West Monroe Street to its intersection with McLean Avenue, thence North along McLean Avenue to its intersection with West Nott Street, thence East along the centerline of West Nott Street to its intersection with the Northbound centerline of Superior Avenue, thence South along the centerline of Superior Avenue to its intersection with Cameron Street, thence West along the centerline of Cameron Street to an alley in Block 3 of the Original Plat of Tomah, thence South along the alley to its intersection with West Clifton Street, thence West along the centerline of West Clifton Street to its intersection with Stoughton Avenue, thence North along the centerline of Stoughton Avenue to its intersection with West Cameron Street, thence West along the centerline of centerline of West Cameron Street to its intersection with Hollister Avenue, thence North along Hollister Avenue to the point of beginning.

Ward 13

All that part of the City of Tomah, lying within Supervisory District 9 that lies to the right of the following reference line described as follows on the date of the resolution: commencing at the intersection of Tomah's Westerly Boundary and the centerline of West Juneau Street, thence East along the centerline of West Juneau Street to its intersection with Hollister Avenue, thence South along the centerline of Hollister Avenue to its intersection with Schaller Street, thence East along the centerline of Schaller Street to its intersection with Superior Avenue, thence South along the center of Superior Avenue until it intersects the City of Tomah boundary, thence along the City of Tomah boundary clockwise until it reaches the point of beginning. Also Lot 2 of Volume 2 of Certified Survey Maps, Page 015 recorded as Document No. 296762 (Water Tower parcel).

Ward 14

All that part of the City of Tomah, lying within Supervisory District 13, that lies to the right of the following reference line described as follows on the date of the resolution: commencing at the intersection of the centerline of Superior Avenue's Southbound lane and Cameron Street, thence West along the centerline of Cameron Street to an alley in Block 3 of the Original Plat of Tomah, thence South along the alley to its intersection with West Clifton Street, thence West along the centerline of West Clifton Street to its intersection with Stoughton Avenue, thence North along the centerline of Stoughton Avenue to its intersection with West Cameron Street, thence West along the centerline of West Cameron Street to its intersection with Hollister Avenue, thence South along the centerline of Hollister Avenue to its intersection with Schaller Street, thence East along the centerline of Schaller Street to its intersection with Superior Avenue, thence North along the center of Superior Avenue until it intersects with US Highway 12, thence North along the centerline of the Southbound lanes of Superior Avenue to the point of beginning.

Ward 15

All that part of the City of Tomah, lying within Supervisory District 13, that lies to the right of the following reference line described as follows on the date of the resolution: commencing at the intersection of Council Creek and the centerline of East Brownell Street, thence East along the centerline of East Brownell Street to its intersection with Carol Avenue, thence South along Carol Avenue to its intersection with East Monroe Street, thence East along the centerline of East Monroe Street until its intersection with King Avenue, thence South along King Avenue to its intersection with East Monowau Street, thence West along the centerline of East Monowau Street to its intersection with the centerline of the Northbound lanes of Superior Avenue, thence North along the centerline of the Northbound lanes of Superior Avenue to its intersection with East Nott Street, thence East along the centerline of East Nott Street until it reaches its terminus, thence continuing East to the centerline of Council Creek, thence Southerly along Council Creek to the point of beginning.

Ward 16

All that part of the City of Tomah, lying within Supervisory District 13, that lies to the right of the following reference line described as follows on the date of the resolution: commencing at the intersection of East Clifton Street and Superior Avenue, thence North along the centerline of the Southbound lanes of Superior Avenue to its intersection with Cameron Street, thence East along the centerline of Cameron Street to its intersection with the centerline of the Northbound lanes of Superior Avenue, thence North along the centerline of the Northbound lanes of Superior Avenue to the intersection with East Monowau Street, thence East along the centerline of East Monowau Street to the intersection with Sime Avenue, thence South along the centerline of Sime Avenue to the intersection with the City of Tomah's Southerly boundary, thence continuing clockwise along the City of Tomah's boundary until it intersects with the centerline Superior Avenue, thence North along the centerline of Superior Avenue to the point of beginning.

Ward 17

Lands annexed to the City of Tomah as described Ordinance no. 2021-10-09-D.

Ward 18

All that part of the City of Tomah, lying within Supervisory District 11, that lies North of the reference line described as follows on the date of ratification: commencing at a point where the City of Tomah's Westerly boundary intersects Eggleston Street/Flare Avenue immediately North of the West boundary of the First Addition to Sime-Eggleston Subdivision, thence East along the centerline of Eggleston Street until its intersection with La Grange Avenue, thence continuing East on the same bearing until intersecting with the East right of way of La Grange Avenue/Emerson Road, thence North along the East right of way of La Grange Avenue/Emerson Road until it intersects with the South boundary of the Tomah Area School District Property (La Grange School), thence East and South along the Southerly and Westerly boundary of the School District Property until it reaches the centerline of the Western terminus of Straw Street, thence continuing East along the centerline of Straw Street to its intersection with Mark Avenue thence continuing along the centerline of unfinished Straw Street extended until it reaches the centerline of the North Bound lanes of United States Highway 12 (North Superior Avenue), thence North along the centerline of the North Bound lanes until it intersects the South Right of way of the Railroad operated by Union Pacific Railroad, thence East along the South boundary of the railroad until it intersects the City of Tomah's Easterly boundary. **Except any lands lying in the 3rd Congressional District.**

Ward 19

All that part of the City of Tomah, lying within Supervisory District 12, that lies to the right of the following reference line described as follows on the date of the resolution: commencing at a point where the City of Tomah's Westerly Boundary intersects Deer Creek, thence Easterly along Deer Creek until it intersects the centerline of the Northbound lanes of United States Highway 12, thence South along the centerline of the Northbound lanes until the intersection with Arthur Street, thence continuing South along the centerline of United States Highway 12 (North Superior Avenue) until it intersects with the Northerly right of way of the Railroad operate by Canadian Pacific Railway, thence continuing Southerly along the centerline of the Southbound lanes of United States Highway 12 to the intersection with West Washington Street, thence Westerly along the centerline of West Washington Street to the intersection with the centerline of West Benton Street, thence West along the centerline of West Benton Street to the intersection with Hollister Avenue, thence South along the centerline of Hollister Street to its intersection with Pearl Street, thence West along the centerline of Pearl Street to its intersection with Ann Street, thence North along the centerline of Ann Street to its intersection with West Jackson Street, thence East along the centerline of West Jackson Street to its intersection with May Street, thence North along the centerline of May Street to its intersection with Williams Street, thence West along the centerline of Williams Street to its intersection with Park View Drive, thence Northwesterly along the centerline of Park View Drive until its intersection with the South Fork of the Lemonweir River, thence Northerly along the centerline of the Lemonweir River until its intersection with the East line of Section 31 Town 18 North, Range 1 West, thence continuing North along the aforesaid East line of Section 31, until its intersection with the Northerly line of the railroad also being the Boundary of the City of Tomah, thence continuing Northwesterly along the Westerly border of the City of Tomah in a clockwise direction until the point of beginning. Also the Southwest Quarter of the Northeast Quarter of Section 32 of Town 18 North, Range 1 West. **Except any lands lying in the 3rd Congressional District.**

Ward 20

All that part of the City of Tomah, lying within Supervisory District 13, that lies to the left of the following reference line described as follows on the date of the resolution: commencing at a point where the City of Tomah's Easterly boundary intersects Council Creek, thence Southerly along Council Creek to its intersection with East Brownell Street, thence East along the centerline of East Brownell Street to its intersection with Carol Avenue, thence South along Carol Avenue to its intersection with East Monroe Street, thence East along the centerline of East Monroe Street until its intersection with King Avenue, thence South along King Avenue to its intersection with East

Monowau Street, thence east along the centerline of East Monowau Street to its intersection with Sime Avenue, thence South along the centerline of Sime Avenue to its intersection with the Tomah City boundary, thence counter-clockwise along the City of Tomah Border to the point of beginning. **Except any lands lying in the 3rd Congressional District.**

Ward 21

All that part of the City of Tomah, lying within Supervisory District 12, that lies to the left of the following reference line described as follows on the date of the resolution: commencing at the intersection of the City of Tomah's West boundary and the centerline of County Highway ET/Bow Street, thence East along the centerline of Bow Street to its intersection with Lakeview Drive, thence Northeast along Lakeview Drive to its terminus, thence continuing along a driveway through the Lakeview Condominium until it exits and intersects with Park View Drive, thence continuing East along the Centerline of Park View Drive until it intersects with the South Fork of the Lemonweir River, thence continuing Northeast along the centerline of the river until it intersects the South railroad right of way boundary of the railroad operated by Canadian Pacific Railway, thence West along the south line of the railroad right of way boundary until it intersects the City of Tomah Boundary, thence continuing counter clockwise along the boundary of the City of Tomah to the point of beginning. **Except any lands lying in the 3rd Congressional District.**

ORDINANCE NO. _____**Ordinance Amending Section 2-2 of the City of Tomah Municipal Code**

The Common Council of the City of Tomah, Monroe County, Wisconsin, do ordain as follows:

SECTION ONE: Section 2.2 Aldermanic districts and wards is hereby amended to read as follows:

Sec. 2-2. - Aldermanic districts and wards.

The boundaries of the eight (8) aldermanic districts of the city together with the twenty-one (21) aldermanic wards are hereby established in accordance with the legal description together with the map showing the boundaries, a copy of which is available for inspection in the office of the city clerk, and which are specifically incorporated herein by reference.

SECTION TWO: All ordinances in conflict with the foregoing are hereby repealed.

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

Michael Murray, Mayor

ATTEST:

Rebecca Weyer, Clerk

READ:

PASSED:

PUBLISHED:

CITY OF TOMAH
STAFF COMMITTEE PREPARATION REPORT
April 18th, 2022

Agenda Item: Recommendation on Planning Consultant services contract.

Summary and background information: The Plan Commission, Senior Executive Team, and the City Council have agreed to contract with Vandewalle & Associates for Planning Services. The contract is for services on an as needed basis and billed accordingly. The City attorney has reviewed the contract and has stated the terms are reasonable.

Recommendation: The Plan Commission & Senior Executive Team recommend the City Council approve the contract with Vandewalle & Associates for Planning Services.

Shane Rolff

Zoning Administrator

4/13/22

Date



March 28, 2022

Agreement for Current Planning Services

THIS AGREEMENT is made and entered into by and between the “Client” the City of Tomah, Wisconsin, and VANDEWALLE & ASSOCIATES, Inc., Madison, Wisconsin, a professional planning and design firm.

Article I Scope of Work

- A. VANDEWALLE & ASSOCIATES agrees to provide the following “Services” as directed by Client:

CURRENT PLANNING

VANDEWALLE & ASSOCIATES, as directed by City Staff and officials, will assist City Staff with current planning services, which may include:

1. Provide guidance and assistance to the Plan Commission, City Council, other City committees and City Staff.
2. Prepare staff reports for Plan Commission, City Council, Zoning Board of Appeals and other City and related committees.
3. Attend Plan Commission meetings and other related public meetings and hearings. When appropriate, the Consultant will make presentations at these meetings.

120 East Lakeside Street • Madison, Wisconsin 53715 • 608.255.3988 • 608.255.0814 Fax
247 Freshwater Way, Suite 530 • Milwaukee, Wisconsin 53204 • 414.988-8631
www.vandewalle.com

4. Review, analyze, and write reports on site plans, subdivision plats, zoning requests, conditional use permits, annexation petitions, and other related petitions to determine their conformance with City Ordinances and adopted Plans and Policies. VANDEWALLE & ASSOCIATES will be available to meet with developers and petitioners, in Client's offices, per a regular or as needed schedule, set by the Client. In order to achieve maximum cost-effectiveness, these meetings would typically be held on the same day as a regularly scheduled Plan Commission meeting. Additional meetings could be arranged if necessary. The Client can pass on these costs to the applicant.
5. Complete any necessary community speaking engagements.
6. Provide expert witness testimony on an as needed basis.
7. Review existing community development related ordinances, including but not limited to the City's Zoning Ordinance, Subdivision Ordinance, sign regulations, site plan standards and landscaping standards. Where deemed necessary by the Client, VANDEWALLE & ASSOCIATES will make recommendations, in memorandum form, regarding revisions needed to make the existing codes and ordinances more effective at achieving a high-quality development pattern. Requests for time intensive ordinance and map amendments are beyond the scope of this contract and would be completed under a separate contract. (See Article I.B.)
8. Provide information related to interpretation of the City's Zoning and Subdivision Ordinances.
9. Review and make recommendations for changes to the Comprehensive Plan and detailed plans, where appropriate.
10. Assist the Client in preparing updates of existing Plans and Studies. Significant Plan updates and revisions would be completed as projects under separate Work Order Agreement. (See Article I.B.)
11. Work with City Staff to identify and apply for other non-City funding sources to implement Client objectives and projects, including a range of community and economic development grant programs that VANDEWALLE & ASSOCIATES regularly tracks.

12. Coordinate and lead work related to property acquisition and relocation orders. Preparation of a relocation plan would be beyond the scope of this contract, and as such would require a separate contract. (See Article I.B.)

TAX INCREMENT DISTRICT MANAGEMENT AND COORDINATION

VANDEWALLE & ASSOCIATES, as directed by City Staff and officials, will assist City Staff and economic development committees and authorities with overall management of the City's tax increment districts (TIDs), which may include:

1. Conduct an initial assessment of the financial condition of all TIDs and make recommendations for improvements.
2. Review all outstanding development agreements to ensure developer and City compliance with all listed terms; work with City attorney to recommend potential actions to address those items found not to be in compliance.
3. Assist with the preparation of TID annual reports as required by statutes and present same to the Joint Review Council.
4. Work with City Clerk to ensure all annual Department of Revenue requirements for TIDs are met in a timely manner.
5. Identify key development sites in each TID and prepare concepts and strategies for attracting developers as described in Article I.C.
6. Identify needs for TID project plan and/or boundary amendments (amendments will require a separate work order with a specific scope and fee under Article I.B.).
7. Identify needs and determine feasibility to create new TIDs (actual TID creation will require a separate work order with specific scope and fee under Article I.B.).
8. As directed by the City, prepare a yearly TID Action Plan with specific tasks, responsible parties, and deadlines to attract additional growth and development to the TIDs.
9. Track project action steps, timelines, and budgets and provide progress reports of same to the City Staff and committees.
10. Participate in monthly tele/web conferences with City Staff to

report on progress and determine input and direction needed from City committees and City Council.

11. As needed, attend and participate in meetings with City committees and City Council to report on progress of previous assignments, discuss current needs and issues, and receive direction on next assignments.
12. Coordinate with City staff and other City consultants - including but not limited to financial advisors, civil engineers, environmental engineers, and attorneys – and review and comment on project designs and preliminary cost estimates, environmental site analyses, specifications of site amenities, site access and circulation, architectural programming, and project schedules for projects within the TIDs.
13. Prepare project status reports and public communications materials and participate in community meetings as requested.

KEY SITES REDEVELOPMENT PLANNING ASSISTANCE

VANDEWALLE & ASSOCIATES, as directed by City Staff, will prepare redevelopment plans for key redevelopment sites and areas to further describe potential private and public improvements and needs, which may include:

1. Prepare concept plans for key sites including uses, general building sizes and configurations, site layouts, access points, parking and loading locations, other site support facilities and amenities, and supporting public improvements.
2. Prepare economic impact expectations including construction cost estimates, valuation projections, and public improvements costs.
3. Prepare project pro formas and funding strategies.
4. Advise on potential City land acquisitions.
5. Develop strategies to attract developers and businesses (as described in “Business Development Recruitment Assistance” and “Funding Assistance” below).

BUSINESS AND DEVELOPMENT RECRUITMENT ASSISTANCE

VANDEWALLE & ASSOCIATES, as directed by City Staff and officials, will assist with the following:

1. Meet with existing businesses in the City and surrounding area to determine their expansion potential and to identify potential suppliers or customers that would benefit from closer proximity to them.
2. Evaluate the mix of businesses in a particular area and conduct other research to identify potential types of businesses that would benefit from a Tomah location.
3. Prepare marketing and promotional materials in print and electronic formats.
4. Identify needed public improvements and/or programs to attract new businesses/development and prepare funding and implementation strategies accordingly.
5. Prepare requests for proposals/qualifications and assist in the developer selection process (may require a work order depending on the level of effort required under Article I.B.).

PROJECT EVALUATION AND NEGOTIATION ASSISTANCE

VANDEWALLE & ASSOCIATES, as directed by City Staff and officials, will assist in evaluating individual development proposals for consistency with adopted City plans and codes. Activities may include:

1. Assist prospective businesses and developers in determining space needs, project concept plans and project costs.
2. Review and comment on proposed project designs, proformas, and assistance requests for financial feasibility and compatibility with surroundings.
3. Prepare pre-development agreement “term sheets” and assist with developer agreement documents.
4. Advise and assist in negotiating development agreements.
5. Coordinate project site improvements in concert with

developers and their design team including schematic design and preliminary cost estimates, environmental site analysis, specification of site amenities, site access and circulation, and architectural programming.

FUNDING ASSISTANCE

VANDEWALLE & ASSOCIATES, as directed by City Staff and officials, will develop robust funding strategies for projects and coordinate public/private financing with the City financial advisor. Activities may include:

1. Identify and prioritize funding sources/grant programs and the tracking and distribution of funds.
2. Work with local, state, and federal agencies and private organizations to identify economic development grant opportunities.
3. Prepare grant applications (may require a separate work order depending on the application requirements under I.B.).
4. Assist with grant administration, reporting and close-out.
5. Work with City to evaluate the feasibility of establishing other business incentive/assistance programs.

BROWNFIELDS ASSISTANCE

VANDEWALLE & ASSOCIATES, as directed by City Staff and officials, can assist with the guiding the assessment and remediation of potential Brownfield sites, including:

1. Brownfields redevelopment grant procurement and administration, including the preparation of grant applications (may require a work order depending on the level of effort under I.B.), quarterly progress reports and reimbursement requests, and all scope, personnel, and budget amendments required by the funding agency.
2. Conducting community involvement and outreach activities, which may include public meetings and preparing written project fact sheets, press releases, and quarterly reports to agency partners that require these outreach efforts as part of their grant programs.

3. Assistance with oversight of environmental consultant’s activities and remedial options to be investigated that best fit the desired end uses for the project.
- I. Additional Services, beyond those stated in Article I.A., may be provided through a “Work Order”.
- J. VANDEWALLE & ASSOCIATES agrees to provide its professional Services in accordance with generally accepted standards of its profession.
- K. Scott Harrington will serve as the Principal In Charge and Ben Rohr, Associate will serve as a lead for the Current Planning efforts.

Article II Client’s Responsibilities

- A. Client agrees to provide VANDEWALLE & ASSOCIATES with all base maps, blueprints, aerial photos, studies, reports, and ordinances needed to complete these Services. VANDEWALLE & ASSOCIATES may reasonably rely on the accuracy and completeness of these items. Client agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of VANDEWALLE & ASSOCIATES Services.
- B. The administrative liaison between VANDEWALLE & ASSOCIATES and the Client will be the City’s Senior Executive Team.
- C. Client agrees that the following individuals are approved to authorize Additional Services via a Work Order:

Molly Powell	City Treasurer
Name	Title
Becki Weyer	City Clerk
Name	Title
Kirk Arity	Public Works Director
Name	Title
Shane Rolff	Zoning Administrator
Name	Title

- D. Client understands that any work product delivered in electronic form under this Agreement may require Client to use certain third-party hardware and/or software products. Client shall be solely responsible for obtaining licenses to use such third-party software. VANDEWALLE & ASSOCIATES makes no warranties or representations as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software currently in use by the Client. Client acknowledges that the quality, capabilities, operations, performance, and suitability of any third-party hardware or software lie solely with Client and the vendor or supplier of that hardware or software.
- E. If Client makes any modifications to Deliverables, Client shall either 1) obtain the prior written consent of VANDEWALLE & ASSOCIATES; or 2) remove VANDEWALLE & ASSOCIATES name from the Deliverables. In the event that Client selects option #2, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

Article III Estimated Schedule

- A. Services in this Agreement shall commence March 22, 2012 and be in effect until terminated per Article V, below.
- B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

Article IV Costs and Payment

- A. All work will be completed on a time and materials basis, at the direction of the Client. There is no fixed budget for this project. Client acknowledges that significant changes to the Project schedule, budget or Project's scope may

require Additional Services for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).

- B. Invoice charges to the Client consist of (1) Professional Fees rendered at current billing rates as listed in Attachment One; and (2) Reimbursable Expenses billed at cost multiplied by 1.1, excepting some in-house charges and travel.
- C. VANDEWALLE & ASSOCIATES shall send Client an invoice for Professional Fees and Reimbursable Expenses once a month. Client shall pay VANDEWALLE & ASSOCIATES the amounts due under such invoice upon receipt of such invoice. A service charge of 1% per month may be charged on all amounts more than 30 days after date of invoice.

Article V Termination

- A. Either Client or VANDEWALLE & ASSOCIATES may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay VANDEWALLE & ASSOCIATES the hourly rates for all Services rendered and Reimbursable Expenses incurred, up to the date of termination.
- C. Upon not less than seven days' written notice, VANDEWALLE & ASSOCIATES may suspend the performance of its Services if Client fails to pay VANDEWALLE & ASSOCIATES in full for Services rendered or Reimbursable Expenses incurred. VANDEWALLE & ASSOCIATES shall have no liability because of such suspension of service or termination due to nonpayment.

Article VI Dispute Resolution

VANDEWALLE & ASSOCIATES and Client agree to mediate claims or disputes arising out of or relating to the Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no

event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

Article VII Intellectual Property; Confidentiality

- A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client a non-transferable, non-exclusive, perpetual license to use any and all Work Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this Agreement, “Work Product” means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement.
- B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES. Until VANDEWALLE & ASSOCIATES is paid in full by Client for Services rendered and expenses incurred pursuant to this Agreement, Client shall not communicate, publish, or otherwise disclose to any third party, any information pertaining to or summaries of the Work Product.

Article VIII Miscellaneous Provisions

- A. Wisconsin law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).

- B. This Agreement is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party's prior written permission.
- C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.
- D. The parties acknowledge that society has become more and more litigious over the years. Despite having done everything right and fulfilling its obligations under this Agreement, VANDEWALLE & ASSOCIATES may be brought into a lawsuit or other action regarding the Project or other activities of the Client. To avoid VANDEWALLE & ASSOCIATES from incurring significant financial obligations when it has properly performed under this Agreement, Client agrees to indemnify, defend and hold VANDEWALLE & ASSOCIATES, its agents and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees), arising out of the Project or the performance or non-performance of obligations under this Agreement, except to the extent the same are directly caused by VANDEWALLE & ASSOCIATES' negligence or willful misconduct related to this Agreement.
- E. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees (including legal and accounting fees), costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, all costs of appeals. For purposes of this provision, "prevailing party" shall include a party that dismisses an action in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

VANDEWALLE & ASSOCIATES

City of Tomah / *Current Planning Services*

March 28, 2022

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- F. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.
- G. In order for VANDEWALLE & ASSOCIATES' to provide cost effective services, the parties agree that VANDEWALLE & ASSOCIATES shall not be liable to client or any third party for any losses, lost profits, lost data, consequential, special, incidental, or punitive damages, delays, or interruptions arising out of or related to this Agreement, regardless of the basis of the claim.
VANDEWALLE & ASSOCIATES' aggregate liability (including attorneys' fees) to Client shall not exceed the amount of fees actually paid to VANDEWALLE & ASSOCIATES by Client with regard to the Services or the Work Order for which liability has been asserted.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement as of the latest date noted, below.

City of Tomah

By:

Signature of Authorized Representative

Date

Printed Name

Title

VANDEWALLE & ASSOCIATES, INC.

By:

Nonna Anderson, Business Manager

Date

ATTACHMENT ONE

FEE SCHEDULE

	<u>Hourly Rates</u>
Company President	\$220 <i>to</i> \$275
Principal	\$185 <i>to</i> \$250
Associate	\$95 <i>to</i> \$150
Assistant	\$80 <i>to</i> \$95
Cartographer	\$90 <i>to</i> \$110
Communications Specialist	\$60 <i>to</i> \$120
Project Assistant	\$40 <i>to</i> \$65

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

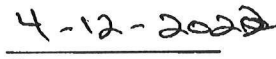
Public Safety Department, Discussion and Approval of the new (ESB) Emergency Service Building Bid package as recommended by Keller Inc.

Recommendation:

To approval the Bid package from Keller Inc. for the new Emergency Service Building



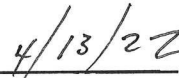
Tim Adler Public Safety Director/Fire Chief



Date



Kirk Arity (SET) Team Chairman



Date

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approval of Interim Financing for 2022 Capital Projects

Summary and Background Information:

We are seeking interim financing for the following projects:

EMS Building (Ambulance Portion)	Up to \$7,250,000
Single Axle Dump Truck w/ Plow	170,000
Double Axle Dump Truck w/ Plow	190,000
Library Front Steps	50,000
<u>Police Unmarked Squad Car</u>	<u>75,000</u>
Total Projects	7,735,000
<u>Loan Origination Fees (rolled into loan)</u>	<u>19,000</u>
Total Loan Amount – UP TO	\$7,754,000

This loan will be secured as a 120-day note to be paid off with the 2022 Bond Sale.

Recommendation:

If the Council approves the Emergency Services Building, then I recommend the approval of the financing agreement.


Molly Powell
Treasurer

4/13/2022
Date


Kirk Arity
SET Chairman

4/13/22
Date



Date April 12, 2022

Name City of Tomah. Attn: Molly Powell, City of Tomah Treasurer

Address 819 Superior Avenue

City State Zip Tomah, WI 54660

Dear Molly:

Thank you for taking the time to meet with us. CCFBank is enthused about the opportunity to provide you with this financing proposal and to serve as your primary bank. CCFBank has the lending capacity and Treasury Management products to meet the needs of your entire banking relationship.

The Bank's proposal is subject to its Credit Committee Designee's approval, as well as the negotiation and execution of the definite credit, security and related loan documents, pricing and other terms described below in the Summary of Terms and Conditions.

These conditions will also include provisions reviewed by the Bank, as appropriate for this transaction and for transactions of this type. Accordingly, it should be recognized that this letter and the summary of terms and conditions are indicative, but not exhaustive, as to the terms and conditions which would govern this proposed credit facility.

Summary of Terms and Conditions

1. **Borrower:** City of Tomah
2. **Amount:** \$7,754,000.00
3. **Purpose:** Interim financing to facilitate the bond sale for the new EMS building.
4. **Term:** 120-Days
5. **Rate:** 2.59%. Tax Exempt.
6. **Debt Service Coverage:** N/A
 - Calculated as Earnings before interest, taxes, depreciation, and amortization after dividends and distributions for borrower and all owned entities divided by principal and interest expense for borrower and all owned entities.
7. **Payment Schedule:**
Single Pay Note. Principal and interest due at loan maturity.
8. **Collateral:**
The loan will be a Direct Obligation of the City of Tomah.



9. Prepayment Penalty: N/A

10. Loan Origination Fee: \$19,000.00

- Whether or not the loan is closed, you agree to pay upon demand all legal fees and expenses of our attorney, and any other out-of-pocket expenses that be incurred by us in regard to this loan.

11. Appraisal: Current appraisal from a Bank-approved certified appraiser, which meets bank policy guidelines, addressed to Citizens Community Federal N.A. showing a value of not less than NA % of advance on the improved property.

12. Title Insurance: Current ALTA mortgage policy issued by a company acceptable to the Bank, showing the fee simple title to the premises vested in borrower's name, insuring us in the amount of the loan, that the mortgage is a valid required NA lien against the premises used as collateral for the loan.

13. Insurance: Borrower shall furnish the Bank with the following insurance policies in the amount satisfactory to the Bank:

- Fire and hazard insurance policy on all collateral, showing Bank as loss payee/mortgagee.
- If required by Bank, flood insurance policy on all collateral, showing Bank as mortgagee/loss payee.

14. Financial Statements and Federal Tax Returns:

Copy of The City of Tomah 2021 Audited financial statements and federal income tax returns returns, all schedules, within 30 days after completion.

15. Deposit Relationship:

The City of Tomah shall maintain all of its existing CCF Bank depository relationships with CCF Bank.

16. Other: Bank reserves the right to require additional information and documents to complete this transaction, including but not limited to the following:

- Written verification of the City of Tomah approved signers on the loan.
- City of Tomah meeting minutes approving the proposed CCF Bank loan.
- City of Tomah meeting minutes approving the total bond amount.
- Written verification that the proposed loan will be Tax Exempt.
- Copy of construction bid from Keller Construction

17. Closing: The closing of the loan shall take place as soon as this commitment has been accepted by us, all conditions to final approval have been met by borrower and all documents have been prepared.

18. Termination: In addition to our right to terminate this commitment for your failure to satisfy the conditions of the commitment, we may terminate the commitment if:



- Representation made by or on borrower's or guarantor's behalf proves to be untrue or misleading in any material respect.
- Any portion of the premises has been taken by condemnation or eminent domain or subject to any proceedings thereof.
- There is any condition or occurrence which would constitute an event of default under the note, mortgage or security documents.
- The borrower or any guarantor shall be subject to any insolvency or bankruptcy proceedings.
- There shall be an event of default under any lease required by this commitment for the premises.
- There is any material adverse change in financial condition of the borrower or any guarantor which was a material consideration in our issuing this commitment.

I truly believe we will provide you with the best in product and service.

Citizens Community Federal N.A. is community-minded and cares about the clients it serves.

Sincerely,

Name: Peter Reichardt

Title: SVP, Regional President

This proposal is accepted and agreed to without modification this _____ day
of _____, _____.

The terms indicated in this proposal will be honored for 30 days.

By:

X _____

X _____

rev5/8/2018

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approval of Invoice Cloud Agreement

Summary and Background Information:

As a part of the new website design we researched options for better online payment processing options. It was determined that Invoice Cloud would provide the best product to meet our needs. This option will consolidate our payment processing to one vendor and will pass fees onto the consumer, rather than charge them to the City of Tomah. This will save the City around \$25,000 per year.

Recommendation:

I recommend the approval of the agreement.


Molly Powell
Treasurer

4/13/2022
Date


Kirk Arity SET Chairman

4/13/22
Date

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish,

disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than the greater of CPI for the preceding period or 5%, provided, however, that such increase may not apply during the first year after the execution date of the Biller Order Form and may not occur more than once per year thereafter.

6. Term and Termination. The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of three (3) years after the Go Live Date ("Initial Term") and will automatically renew for each of additional successive three (3) year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached and incorporated by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users;

and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller's software and service providers and providing to Invoice Cloud the information required to integrate with Biller's billing, CIS and other applicable systems.

10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the "Implementation"). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated on the SOW and Biller Order Form change requests and modifications to existing platform functionality not stated in the SOW and Biller Order Form;
- Additional integrations or integration modifications after Go Live Date, not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller's specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties;
- Data conversion not listed in the SOW, or repetitive re-loading of data due to Biller error.

12. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's

account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184 Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

17. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

19. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

Invoice Cloud Statement of Work *City of Tomah*

Overview

The Invoice Cloud (IC) suite of services (The Service) will give the **City of Tomah** (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the **City of Tomah** to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:

1. Biller – Merchant / **City of Tomah**
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

1. Security and Industry Compliance

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

- a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
- b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
- c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

2. Data Integration

Invoice Cloud does maintain an integration with **Civic Caselle**. The integration for the **City of Tomah** will include the functionality found in Appendix B.

3. Payer Portal

The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

- a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
- b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
- c. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).

- d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- f. The system will accept partial, full, or overpayments as defined by the Biller.
- g. The Payer will register with the Service using the authentication method designated by Biller.
- h. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- i. The Payer will receive an email confirmation of payment after any payment process.
- j. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
- k. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.
- l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- m. The Service includes shopping cart functionality.
- n. The Service will allow the Payer the option to elect paperless billing.
- o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
- p. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

4. **Biller Portal**

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

- a. Biller can log in as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).
- b. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH)).
- c. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
- d. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
 - ACH Reject Notifications
 - Batch Close Notifications
 - Daily Management Report
 - File Processing Notifications
 - Month End Billing Invoice
 - Paperless Customer Email Bounce Daily Report

- Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
 - Status Notifications (notifications of planned outages, new features, etc.)
- e. **Biller Controlled Configuration Options** – The Biller Portal includes several Biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:
- allowing Auto-Pay and scheduled payments
 - allowing customers to update their phone or mailing address through the payer portal
 - allowing customers to pay less than, or more than the balance due based on receivable type
 - updating Refund Policy description
 - updating customer service phone number

5. **Biller Portal - Reporting**

Biller can access a selection of pre-configured reports. Biller can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

- a. Reports:
- b. Search Customers*
- c. Search Invoices
- d. Search Payment Transactions*
- e. Monthly Summary
- f. Registration Report*
- g. Autopay Report*
- h. Paperless Report*
- i. Data Synchronization History
- j. EFT/ACH Rejects*
- k. View Scheduled Payments*
- l. Invoice File History
- m. Import Errors
- n. Daily Payments Received*
- o. Total Outstanding Invoices
- p. Email Notification Summary
- q. Email Statistics
- r. Email Tracking
- s. Bounced Email Report
 - Email Statistics
 - Email Tracking
 - Bounced Email Report

6. **Payer Email Notifications**

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

- a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, not those with a scheduled payment, or Payers who have signed up for Auto-Pay.

b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.

- First Invoice Email Notification
- Second Invoice Email Notification
- Third Invoice Email Notification
- Payment Transaction Receipt
- Declined Auto Pay Transaction
- Late Fee Email Notification
- Declined Scheduled Payment Notification
- Registered Customer Welcome Email
- AutoPay Registration Notification
- Paperless Registration Notification
- ACH Reject/Chargeback Notices (with reason codes and descriptors)
- Credit Card Expiration Notification
- Scheduled Payment Confirmation
- AutoPay Reminder Notification
- FlexPay Confirmation Notification
- Scheduled Payment Reminder
- Paperless Off Confirmation
- Online Bank Direct Payment Receipt
- Check 21 Payment Receipt
- Linked Accounts First Notice Notification
- Linked Accounts Second Notice Notification
- Linked Accounts Third Notice Notification
- AutoPay Off Confirmation
- Conveyed Customer Notification
- Multiple Registered Customers Welcome Email
- Recurring Scheduled Payment Confirmation
- Recurring Scheduled Payment Canceled

7. **Business Rules**

The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

- a. Ability to allow partial payments, over payments, full balance only, or late fees.
- b. Ability to allow payments beyond the due date - The service is designed to accommodate Biller specific business rules like allowing payments beyond their due date.
- c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

8. Implementation Process

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

- a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
- b. **Project Timeline** – Details project schedule and milestones.
- c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

9. Support & Training

- a. **Business Hours** – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
- b. **Help Desk** - The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
- c. **Payer Support** – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.
- d. **Biller Support** - If Biller encounters an inquiry which they cannot resolve Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Biller to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Biller and technical support is available during business hours.
 - i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
 - ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.
- e. **Service Enhancements** - Most enhancements do not require action on the part of Biller. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.
- f. **Biller Training** - Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
 - All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Biller portals for Biller's staff.
 - Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
 - Ongoing phone and Go-To-Meeting training will be provided during the first *month of use at no additional cost to Biller.*

10. **Marketing**

Invoice Cloud provides free marketing resources that billers can use to promote EBPP payment solutions to their payers. Billers will receive a comprehensive document outlining proven marketing best practices. In addition, billers will be granted access to Invoice Cloud's proprietary Marketing Resource Center. This online tool allows billers to easily and simply download and/or customize marketing materials on demand. These materials include:

- Bill inserts
- Envelope teasers
- Onsite posters
- Counter displays and clear acrylic stands
- Social media and website graphics
- Content for newsletters and press releases
- Pay buttons
- Email content and layout suggestions
- Communications plans
- and more

Billers also have access to weekly live training sessions where they will learn about our recommended best practices for effectively communicating the many benefits of making payments electronically and have the ability to ask questions. We'll outline simple steps to help improve online payment adoption among their customers. We'll also review the Marketing Resource Center which will enable billers to create many of the materials mentioned above

11. **CloudIVRConnect™**

The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Replays information with Invoice Cloud generated confirmation #

12. **CloudSMSConnect™**

The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Allows for payment utilizing a stored-payment method

13. **AgentConnect™**

The IC AgentConnect allows Billers (Agent/CSR/Other) to login to the Customer Portal and perform actions on behalf of a specific customer/account. The following options are available:

- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Ability to enroll customer in AutoPay

- Ability to enroll customer in Paperless
- Ability to enroll customer in Pay by Text
- Option to require authorization/disclosure statement before Customer Portal entry
- Option to enable card swipe functionality at point of sale
- Provides built-in auditing to track Agent/CSR activity in the Biller Portal

14. CloudStore™

The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Biller branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

15. Online Bank Direct™

The IC Online Bank Direct (OBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices
- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the **City of Tomah**, as outlined in the Biller Order Form, are included in the delivery of products, services and payment methods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

City of Tomah

Invoice Cloud, Inc.

By: _____

By: Kevin W. O'Brien

Printed Name: Molly Powell

Printed Name: Kevin W. O'Brien

Title: Treasurer

Title: President

Date: _____

Date: 3/3/2022

Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

NONE

Appendix B: Integration Supported Features

Modules & Features	Caselle	
PRODUCTS		
Invoice Types	Utility, Miscellaneous, AR, Cloud Store	
EBPP	Supported	
Cloud IVR Connect	Supported	
Pay by Text	Supported	
POSConnect	Supported	
DATA EXCHANGE	Method	Frequency
Invoices	Invoice Cloud FTP	As Needed
Payments	Data Pump (Near Time)	Near-Real Time
AutoPay Flags	Data Pump (Near Time)	Near Real-Time
Void Payment	Data Pump (Near Time)	Near Real-Time
Email Updates	Data Pump (Near Time)	Near Real-Time
Paperless Flags	Data Pump (Near Time)	Near Real-Time
Account Balances	Real Time Data Refresh	Daily
Block Payment Method (Credit/ACH)	Manually within Biller Portal	As Needed
INVOICE FILES		
IC Translates file	Supported	
Historical Data (2 years shown online)	Supported	
Usage Graph History (2 years shown online)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial/Full)	Supported	
Templates	Supported	
Link to PDFs	Not Supported	
BATCH CLOSE		
Standard or Custom	Standard	
CUSTOM OPTIONS		
Single Sign-on	Not Supported	
Branded Biller Portal	Supported	
Branded Payer Portal	Supported	

Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (BIF)
Third Party Access information: <ul style="list-style-type: none">• Customers Subdomain name (API URL)• Client ID• Client Secret• OAuth Token• Expiration Date
Payment Codes / Distribution Codes / Category Codes
Sample Images of Bills
Auto Pay Conversion data if applicable
Paperless conversion data if applicable

SALES INFORMATION

IC Sales Rep	Ruth Ponder	Vertical	Local Gov (Util, Tax, Misc)
Order Date	3/2/2022	Billing Software	LandNav by GCS

BILLER INFORMATION

Ownership Type	Government	Phone	1-608-374-7420	Fax	
Legal Name	City of Tomah	Website URL	http://tomahonline.com		
Address 1	819 Superior Avenue	Bus. Open Date	1856		
Address 2		Federal Tax ID	39-6005633		
City	Tomah	<i>*Federal Tax ID and Legal Name must match on all documents</i>			
State	WI	ZIP	54660		

BILLER CONTACT

Primary Contact Name	Molly Powell	
Phone	608-374-7416	
Email Address	mpowell@tomahonline.com	

SIGNING AUTHORITY

Name	Molly Powell	Title	Treasurer
Phone	608-374-7416	Fax	
Email Address	mpowell@tomahonline.com		

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)

Note: Must include voided business check or bank letter for each unique account

Billing Method	Direct Debit	
Routing #	021880330	Last 4 Acct # 5600

PAYMENT METHODS ACCEPTED

Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]
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BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*

Description	Interval	Cost Type	Cost
Credit Card - Chargeback Fee Submitter	Per Transaction	Fixed (\$)	\$20.00
EFT - ACH Reject Fee Submitter	Per Transaction	Fixed (\$)	\$15.00
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed (\$)	\$20.00
Invoice Presentment For Paperless Customers	Per Transaction	Fixed (\$)	\$0.25
Cloud Access Fee	Monthly	Fixed (\$)	\$150.00

HARDWARE

Card Reader Type	Swipe Only	Quantity	4	Cost per Reader	15.00
Card Reader	IDTech SREDKey			Billing Interval	Monthly

Shipping Address (if different than location address)	819 Superior Avenue, Tomah, Wisconsin 54660		
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DATA RETENTION			
Months to Keep	24	*Additional Fees apply if greater than 24 months	

IMPLEMENTATION CHARGES			
Description	Interval	Cost	
Implementation (per SOW)	One-Time	\$0.00 (WAIVED)	

NOTES/SPECIAL HANDLING			
Total of 4 card readers. 1st card reader at no cost. 1 for Utility office, 1 for City office, 1 for Police Department and 1 for Building Inspector			

[signature page follows]

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+Cs (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports ; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

Accepted by Biller:

X

Corporate Officer/Authorized Official

Molly Powell

Printed Name

Treasurer

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Kevin W. O'Brien

Printed Name

President

Title

BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Court Fines	Pricing Model	Submitter	
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CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
100	100	100	100	100	100	100	100	100	100	100	100

Avg CC Transaction \$	100.00	Max Invoice \$	125000.00	Bill Frequency	Monthly	Avg. Bills Per Month	100
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PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$	Biller Pays Network Fees

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment \$	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.75 %	Percent (%)	\$125000.00	1.95
All Payment Sources	ACH/EFT	\$1.50	Fixed (\$)	\$125000.00	

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #	291880330	Last 4 Acct #	5600	
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NOTES / SPECIAL HANDLING

Biller Order Form INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Building Permits	Pricing Model	Submitter	
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CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
50	50	50	50	50	50	50	50	50	50	50	50

Avg CC Transaction \$	250.00	Max Invoice \$	50000.00	Bill Frequency	Monthly	Avg. Bills Per Month	50
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PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$	Biller Pays Network Fees

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment \$	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.75 %	Percent (%)	\$25000.00	1.95
All Payment Sources	ACH/EFT	\$1.50	Fixed (\$)	\$25000.00	

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #	291880330	Last 4 Acct #	5600	
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NOTES / SPECIAL HANDLING

BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Taxes	Pricing Model	Submitter	
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CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
3650	0	3650	0	3650	0	3650	0	0	0	0	0

Avg CC Transaction \$	500.00	Max Invoice \$	25000.00	Bill Frequency	Quarterly	Avg. Bills Per Month	1217
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PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$	Biller Pays Network Fees

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment \$	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.65 %	Percent (%)	\$125000.00	2.95
All Payment Sources	ACH/EFT	\$0.95	Fixed (\$)	\$125,000	

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #	291880330	Last 4 Acct #	5600	
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NOTES / SPECIAL HANDLING

Uses GHC tax software. GHC does not currently interface with Invoice Cloud

**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utility	Pricing Model	Submitter	
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CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
3650	3650	3650	3650	3650	3650	3650	3650	3650	3650	3650	3650

Avg CC Transaction \$	96.00	Max Invoice \$	25000.00	Bill Frequency	Monthly	Avg. Bills Per Month	3650
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PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR] [OBD] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$	Biller Pays Network Fees
Online Bank Direct	ACH/EFT	.25%	\$0.25		No

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment \$	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.75 %	Percent (%)	\$125000.00	1.95
All Payment Sources	ACH/EFT	\$0.95	Fixed (\$)	\$125000.00	
IVR Surcharge	All Payment Methods	\$0.95	Fixed (\$)		

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #	075901134	Last 4 Acct #	8722	
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NOTES / SPECIAL HANDLING

1st Credit Card swipe at no cost. Additional three at \$15.00 each. Utility has a separate bank account from all other City payments. Bank First is the name of bank for utility deposits.

BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Park and Rec	Pricing Model	Submitter	
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CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
50	50	50	50	50	50	50	50	50	50	50	50

Avg CC Transaction \$	35.00	Max Invoice \$	2500.00	Bill Frequency	Monthly	Avg. Bills Per Month	50
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PRODUCTS AND SERVICES

Products and Services	[Cloud Pay] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$	Biller Pays Network Fees

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment \$	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.75 %	Percent (%)	\$25000.00	1.95
All Payment Sources	ACH/EFT	\$1.50	Fixed (\$)	\$25000.00	

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #	291880330	Last 4 Acct #	5600	
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NOTES / SPECIAL HANDLING

City uses RecDesk for Park and Rec software.

BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Pet License	Pricing Model	Submitter	
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CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
30	30	30	30	30	30	30	30	30	30	30	30

Avg CC Transaction \$	10.00	Max Invoice \$	10.00	Bill Frequency	Monthly	Avg. Bills Per Month	30
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PRODUCTS AND SERVICES

Products and Services	[Cloud Store]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$	Biller Pays Network Fees

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment \$	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.75 %	Percent (%)	\$5000.00	1.50
All Payment Sources	ACH/EFT	\$1.50	Fixed (\$)	\$5000.00	1.50

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #	291880330	Last 4 Acct #	5600	
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NOTES / SPECIAL HANDLING

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Police Department	Pricing Model	Submitter	
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CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
25	25	25	25	25	25	25	25	25	25	25	25

Avg CC Transaction \$	150.00	Max Invoice \$	125000.00	Bill Frequency	Monthly	Avg. Bills Per Month	25
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PRODUCTS AND SERVICES

Products and Services	[Cloud Store]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$	Biller Pays Network Fees

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment \$	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.75 %	Percent (%)	\$25000.00	1.95
All Payment Sources	ACH/EFT	\$1.50	Fixed (\$)	\$25000.00	

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #	291880330	Last 4 Acct #	5600	
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NOTES / SPECIAL HANDLING

BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Ambulance	Pricing Model	Submitter	
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CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
25	25	25	25	25	25	25	25	25	25	25	25

Avg CC Transaction \$	500.00	Max Invoice \$	125000.00	Bill Frequency	Monthly	Avg. Bills Per Month	25
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PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$	Biller Pays Network Fees

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment \$	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.75 %	Percent (%)	\$25000.00	1.95
All Payment Sources	ACH/EFT	\$1.50	Fixed (\$)	\$25000.00	

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #	291880330	Last 4 Acct #	5600	
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NOTES / SPECIAL HANDLING

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:	2022	\$1,160,469.25	Check #'s:	140025	140138
2. Payroll:		\$394,255.39	Dir Dep #'s:	9295252-	9295604
3. Wire/ACH Transfers:		\$179,125.55			
4. Invoices:		\$44,436.61			
Total:		<u>\$1,778,286.80</u>			

Mayor

Clerk

Requested by: Finance Department

Submitted by: Committee of the Whole

April 14, 2022

CITY OF TOMAH

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
3RT NETWORKS							
2131	3RT NETWORKS	cw30903	WIRELESS INSTALLATION	03/30/2022	01-51450-2900 COMPUTER SERV CO	902.50	
Total 3RT NETWORKS:						902.50	
ACE HARDWARE							
11	ACE HARDWARE	603941FIRE	TOILET SEAT ROUND WHITE	04/20/2022	01-52200-3500 FIRE PROTECTION RE	21.99	
Total ACE HARDWARE:						21.99	
ALLIANT ENERGY/WPL							
30	ALLIANT ENERGY/WPL	0420202230	Monowau st signal	04/20/2022	01-53420-2900 STREET LIGHTING SE	35.57	
30	ALLIANT ENERGY/WPL	0420202230	ornmlite milwaukee st	04/20/2022	01-53420-2900 STREET LIGHTING SE	18.99	
30	ALLIANT ENERGY/WPL	0420202230	tag 6898 milwaukee st	04/20/2022	01-53311-2210 HWY/ST MAINT UTIL-E	482.31	
30	ALLIANT ENERGY/WPL	0420202230	403 milwaukee st	04/20/2022	01-53311-2210 HWY/ST MAINT UTIL-E	176.02	
30	ALLIANT ENERGY/WPL	0420202230	airport	04/20/2022	01-53510-2210 AIRPORT UTIL-ELECT	207.01	
30	ALLIANT ENERGY/WPL	0420202230	airport	04/20/2022	01-53510-2210 AIRPORT UTIL-ELECT	34.67	
30	ALLIANT ENERGY/WPL	0420202230	city hall	04/20/2022	01-51600-2210 GENERAL BLDGS UTIL	1,188.20	
30	ALLIANT ENERGY/WPL	0420202230	highway 12PW	04/20/2022	01-53510-2210 AIRPORT UTIL-ELECT	20.91	
30	ALLIANT ENERGY/WPL	0420202230	AIRPORT	04/20/2022	01-53510-2210 AIRPORT UTIL-ELECT	23.21	
30	ALLIANT ENERGY/WPL	0420202230	GARAGE	04/20/2022	01-53311-2210 HWY/ST MAINT UTIL-E	181.76	
30	ALLIANT ENERGY/WPL	0420202230	ORNMLITE	04/20/2022	01-53420-2900 STREET LIGHTING SE	18.99	
30	ALLIANT ENERGY/WPL	0420202230	JACKSON ST SIGNAL	04/20/2022	01-53420-2900 STREET LIGHTING SE	35.94	
Total ALLIANT ENERGY/WPL:						2,423.58	
AUTO VALUE TOMAH							
61	AUTO VALUE TOMAH	522000620320	522201109	03/30/2022	01-53311-3502 HWY/ST MAINT REP/M	137.53	
61	AUTO VALUE TOMAH	522000620320	522201296	03/30/2022	01-53311-3502 HWY/ST MAINT REP/M	19.09	
61	AUTO VALUE TOMAH	522000620320	522200916	03/30/2022	01-53311-3502 HWY/ST MAINT REP/M	54.55	
61	AUTO VALUE TOMAH	522000620320	522200887	03/30/2022	01-53311-3502 HWY/ST MAINT REP/M	38.49	
61	AUTO VALUE TOMAH	522000620320	522201354	03/30/2022	01-53311-3502 HWY/ST MAINT REP/M	186.90	
61	AUTO VALUE TOMAH	522000620320	522199906	03/30/2022	01-53311-3512 HWY/ST MAINT REP/M	152.18	
61	AUTO VALUE TOMAH	522000620320	522199638	03/30/2022	01-53311-3502 HWY/ST MAINT REP/M	18.00	
61	AUTO VALUE TOMAH	522000620320	522200168	03/30/2022	01-53311-3502 HWY/ST MAINT REP/M	1.00	
61	AUTO VALUE TOMAH	522000620320	522200156	03/30/2022	01-53311-3502 HWY/ST MAINT REP/M	94.65	
61	AUTO VALUE TOMAH	522000620320	522200091	03/30/2022	01-53311-3402 HWY/ST MAINT OP SU	199.99	
61	AUTO VALUE TOMAH	522000620320	522199995	03/30/2022	01-53311-3502 HWY/ST MAINT REP/M	262.00	
61	AUTO VALUE TOMAH	522000620320	52220216	03/30/2022	01-53311-3502 HWY/ST MAINT REP/M	145.26	
61	AUTO VALUE TOMAH	522201447	PARTS FOR CHEVROLET TAHOE	04/08/2022	01-52100-3500 LAW ENFORCE REPAI	230.99	

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
61	AUTO VALUE TOMAH	522201447	CORE RETURN	04/08/2022	01-52100-3500 LAW ENFORCE REPAI	8.01-	
Total AUTO VALUE TOMAH:						1,496.62	
BAKER & TAYLOR LLC							
69	BAKER & TAYLOR LLC	2036629360	BOOKS	04/20/2022	10-55110-3420 LIBRARY ADULT DEPT	136.29	
69	BAKER & TAYLOR LLC	2036629360	BOOKS	04/20/2022	10-55110-3460 LIBRARY CHILDRENS	91.87	
Total BAKER & TAYLOR LLC:						228.16	
BAUMGART, EMIL							
218	BAUMGART, EMIL	04202022	INSPECTION PROF SERVICES	04/20/2022	01-52400-2100 INSPECTION PROF SE	500.00	
218	BAUMGART, EMIL	04202022	COMMERCIAL ELECTRIC	04/20/2022	01-23031 COMMERCIAL ELECTRICAL	340.00	
Total BAUMGART, EMIL:						840.00	
CLINTONVILLE PLUBLIC LIBRARY							
2290	CLINTONVILLE PLUBLIC LIBRA	04202022	TEA LEAAF READING	04/20/2022	10-55110-3420 LIBRARY ADULT DEPT	15.95	
Total CLINTONVILLE PLUBLIC LIBRARY:						15.95	
CONSOLIDATED ENERGY COMPANY							
436	CONSOLIDATED ENERGY COM	119 parks 0422	PARKS FUEL	04/07/2022	01-55300-3400 REC PROGRAMS OPE	218.94	
Total CONSOLIDATED ENERGY COMPANY:						218.94	
DELL TECHNOLOGIES							
2291	DELL TECHNOLOGIES	1058663118	DELL MONITOR	04/20/2022	10-57610-8350 LIB OUTLAY COMPUTE	5,190.00	
2291	DELL TECHNOLOGIES	1058663118	DELL 22 MONITOR	04/20/2022	10-57610-8350 LIB OUTLAY COMPUTE	1,350.00	
Total DELL TECHNOLOGIES:						6,540.00	
DEMCO INC							
191	DEMCO INC	7102829	STEEL BOOK	04/20/2022	10-55110-3100 LIBRARY OFFICE SUP	348.26	
191	DEMCO INC	7102829	STEEL BOOK	04/20/2022	10-55110-3100 LIBRARY OFFICE SUP	.31	
Total DEMCO INC:						348.57	
EVANS PRINT + MEDIA GROUP							
225	EVANS PRINT + MEDIA GROUP	79342	NOTICE	04/20/2022	01-51420-3200 CITY CLERK PUB & SU	399.78	

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
225	EVANS PRINT + MEDIA GROUP	79342	NOTICE	04/20/2022	01-51440-3200 ELECTIONS PUB & SU	187.70	
Total EVANS PRINT + MEDIA GROUP:						587.48	
FACTORY EXPRESS INC							
231	FACTORY EXPRESS INC	242642	AKILES	04/20/2022	10-55110-3100 LIBRARY OFFICE SUP	345.39	
Total FACTORY EXPRESS INC:						345.39	
H&S PROTECTION SYSTEM INC							
298	H&S PROTECTION SYSTEM IN	82810	SECURITY SYSTEM MONITORING	04/20/2022	10-55110-2900 LIBRARY SERV CONTR	429.86	
Total H&S PROTECTION SYSTEM INC:						429.86	
HAGEN SPORTS NETWORK							
299	HAGEN SPORTS NETWORK	04202022	TAPING	04/20/2022	01-51410-3200 MAYOR PUB & SUBSC	375.00	
Total HAGEN SPORTS NETWORK:						375.00	
IMAGETREND INC							
326	IMAGETREND INC	134295	RECURRING ANNUAL FEES-ELITE EM	04/20/2022	03-52300-2900 AMBULANCE SERV CO	4,502.04	
Total IMAGETREND INC:						4,502.04	
IRON MOUNTAIN							
336	IRON MOUNTAIN	GKYP557	SERICE	04/20/2022	01-52100-3400 LAW ENFORCE OPER	63.28	
336	IRON MOUNTAIN	GKYP557	SERVICE	04/20/2022	01-51420-2900 CITY CLERK SERV CO	63.28	
Total IRON MOUNTAIN:						126.56	
J-J'S FLORAL SHOP LLC							
349	J-J'S FLORAL SHOP LLC	100019714	EASY GREEN	04/20/2022	05-52110-3400 COMM SERVICE OP S	35.00	
Total J-J'S FLORAL SHOP LLC:						35.00	
LOFFLER COMPANIES							
1391	LOFFLER COMPANIES	4001068	METER READING	04/20/2022	01-51440-3100 ELECTIONS OFFICE S	2,379.91	
Total LOFFLER COMPANIES:						2,379.91	

CITY OF TOMAH

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
MILDE APPRAISAL SERVICE LLC							
437	MILDE APPRAISAL SERVICE LL	04202022	ASSESSOR PROF MONTHLY SERVICE	04/20/2022	01-51530-2100 ASSESSOR PROF SER	3,400.00	
Total MILDE APPRAISAL SERVICE LLC:						3,400.00	
MISSISSIPPI WELDERS SUPPLY COMPANY INC							
442	MISSISSIPPI WELDERS SUPPL	459863	OXYGEN	04/20/2022	03-52300-3400 AMBULANCE OPERATI	102.41	
Total MISSISSIPPI WELDERS SUPPLY COMPANY INC:						102.41	
MONROE CO SOLID WASTE							
461	MONROE CO SOLID WASTE	002-0322	APR 04021 SOLID WASTE DISP	04/20/2022	01-53630-5300 SOLID WSTE DISP RE	12,704.00	
Total MONROE CO SOLID WASTE:						12,704.00	
MONROE CO TITLE INC							
453	MONROE CO TITLE INC	22-57115TS	TITLE SEARCH-1722 STOUGHTON AV	04/20/2022	04-56600-2100 CDBG-ADMIN PROF S	75.00	
Total MONROE CO TITLE INC:						75.00	
PENNY J. PRECOUR ATTORNEY AT LAW S.C.							
469	PENNY J. PRECOUR ATTORNE	04202022	APRIL 2022 LEGAL SERVICES	04/20/2022	01-51300-2100 LEGAL PROF SERVICE	2,700.00	
Total PENNY J. PRECOUR ATTORNEY AT LAW S.C.:						2,700.00	
TOMAH WATER & SEWER UTILITY							
658	TOMAH WATER & SEWER UTILI	04202022	ENTERED TWICE REMOVE THIS ONE	04/07/2022	01-55300-2200	41.61-	
658	TOMAH WATER & SEWER UTILI	04202022	ENTERED TWICE REMOVE THIS ONE	04/07/2022	01-55200-2220 OTHER PARKS UTIL-W	75.95-	
658	TOMAH WATER & SEWER UTILI	0420202222	3521 POOL SPLASHPAD	04/11/2022	01-55402-2220 AQUATIC CENTER UTI	62.28	
658	TOMAH WATER & SEWER UTILI	0420202222	3304 CITY POOL COMPLEX	04/11/2022	01-55402-2220 AQUATIC CENTER UTI	301.28	
658	TOMAH WATER & SEWER UTILI	0420202222	2967 REC BUILDING	04/11/2022	01-55401-2220 RECREATION PARK U	222.35	
658	TOMAH WATER & SEWER UTILI	042020223	2943 ambulance bldg	04/20/2022	03-52300-2220 AMBULANCE UTIL-W&	124.57	
658	TOMAH WATER & SEWER UTILI	042020223	fire stn 2049 fire stn	04/20/2022	01-52200-2220 FIRE PROTECTION UT	44.51	
658	TOMAH WATER & SEWER UTILI	3330 POLICE	3330 POLICE SAFETY BUILDING	04/08/2022	01-52100-2220 LAW ENFORCE UTIL W	207.87	
Total TOMAH WATER & SEWER UTILITY:						845.30	
WE ENERGIES							
721	WE ENERGIES	0420202230	CITY HALL	04/20/2022	01-51600-2200 GENERAL BLDGS UTIL	1,142.66	
721	WE ENERGIES	0420202230	MONOWAU ST	04/20/2022	01-53311-2200 HWY/ST MAINT UTIL-G	755.72	

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
721	WE ENERGIES	0420202230	329 MILWAUKEE ST	04/20/2022	01-53311-2200 HWY/ST MAINT UTIL-G	147.60	
721	WE ENERGIES	0420202230	1000 EAST AVE	04/20/2022	01-53311-2200 HWY/ST MAINT UTIL-G	700.54	
721	WE ENERGIES	0420202230	BLDG OFC	04/20/2022	01-53510-2200 AIRPORT UTIL-GAS	45.83	
Total WE ENERGIES:						2,792.35	
Grand Totals:						44,436.61	

Dated: _____

Mayor: _____ Murray, Mike

City Council: _____ Glynn, John
 _____ Pater, Nellie
 _____ Peterson, Dean
 _____ Kiefer, Lamont
 _____ Gigous, Adam
 _____ Koel, Mitchell
 _____ Yarrington, Richard
 _____ Zabinski, Shawn

CITY OF TOMAH

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
3RT NETWORKS							
2131	3RT NETWORKS	22929	DELL optiplex	04/01/2022	01-57210-8300 LAW ENFORCE EQUIP	3,719.88	04/01/2022
2131	3RT NETWORKS	23206	REMOTE ACCESS VPN	03/30/2022	01-51450-2900 COMPUTER SERV CO	479.75	04/08/2022
Total 3RT NETWORKS:						4,199.63	
5 ALARM FIRE & SAFETY EQUIPMENT							
4	5 ALARM FIRE & SAFETY EQUIP	PO2790	CAIRNS 1010 blue Defendere	04/08/2022	01-52200-3400 FIRE PROTECTION OP	110.00	04/08/2022
4	5 ALARM FIRE & SAFETY EQUIP	PO3000	HANDLELOK	04/01/2022	01-52200-3400 FIRE PROTECTION OP	102.28	04/01/2022
Total 5 ALARM FIRE & SAFETY EQUIPMENT:						212.28	
ACE HARDWARE							
11	ACE HARDWARE	040820221	603528 PUB	04/08/2022	01-53311-3502 HWY/ST MAINT REP/M	19.99	04/08/2022
11	ACE HARDWARE	040820221	603774 PUB	04/08/2022	01-51600-3400 GENERAL BLDGS OPE	71.96	04/08/2022
11	ACE HARDWARE	040820221	603863 PUB	04/08/2022	01-51600-3400 GENERAL BLDGS OPE	15.98	04/08/2022
11	ACE HARDWARE	040820221	603870 PUB	04/08/2022	01-53311-3405 HWY/ST MAINT OP SU	39.99	04/08/2022
11	ACE HARDWARE	040820221	603793 PUB	04/08/2022	01-53311-3508 HWY/ST MAINT REP/M	22.57	04/08/2022
11	ACE HARDWARE	040820221	603835 PUB	04/08/2022	01-53311-3508 HWY/ST MAINT REP/M	63.98	04/08/2022
11	ACE HARDWARE	040820221	603849 PUB	04/08/2022	01-53311-3508 HWY/ST MAINT REP/M	8.58	04/08/2022
11	ACE HARDWARE	602272 LIBRA	602272LIBRARY	04/08/2022	10-55110-3100 LIBRARY OFFICE SUP	44.99	04/08/2022
11	ACE HARDWARE	602491	MAGNUM LOCK	04/08/2022	10-55110-3100 LIBRARY OFFICE SUP	15.99	04/08/2022
11	ACE HARDWARE	602925LIBRAR	602925LIB	04/08/2022	10-55110-3100 LIBRARY OFFICE SUP	13.98	04/08/2022
11	ACE HARDWARE	603749 AMBU	DRILL IMPACT	04/08/2022	03-52300-3400 AMBULANCE OPERATI	149.99	04/08/2022
11	ACE HARDWARE	603829 AMBU	HEX BUSH	04/08/2022	03-52300-3400 AMBULANCE OPERATI	5.28	04/08/2022
11	ACE HARDWARE	604017AMBUL	screw wd ph cs	04/08/2022	03-52300-3400 AMBULANCE OPERATI	15.58	04/08/2022
Total ACE HARDWARE:						488.86	
AIRGAS USA LLC							
24	AIRGAS USA LLC	9986330870	RENT CYL	04/08/2022	01-53311-3402 HWY/ST MAINT OP SU	96.74	04/08/2022
Total AIRGAS USA LLC:						96.74	
ALADTEC INC							
1144	ALADTEC INC	2022-0555	SCHEDULING & WORKFORCE MANA	04/01/2022	03-52300-2900 AMBULANCE SERV CO	2,995.00	04/01/2022
Total ALADTEC INC:						2,995.00	

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ALL AMERICAN DO-IT CENTER							
27	ALL AMERICAN DO-IT CENTER	25040&25147	ARPA - CITY HALL REMODEL	04/08/2022	19-57140-8200 ARPA - BLDGS. OUTLA	106.39	04/08/2022
27	ALL AMERICAN DO-IT CENTER	25361 & 25471	25361/3	04/08/2022	01-53645-3400 CHIPPER OPERATING	485.58	04/08/2022
27	ALL AMERICAN DO-IT CENTER	25361 & 25471	25471/3	04/08/2022	01-51600-3500 GENERAL BLDGS REP	20.89	04/08/2022
Total ALL AMERICAN DO-IT CENTER:						612.86	
ALLIANT ENERGY/WPL							
30	ALLIANT ENERGY/WPL	729677192503	470012854	04/01/2022	12-55500-2210 SR & DISAB UTIL-ELE	73.45	04/01/2022
Total ALLIANT ENERGY/WPL:						73.45	
APPLIED INDUSTRIAL TECHNOLOGIES							
2285	APPLIED INDUSTRIAL TECHNO	2782	SPLITECH ENVIRONMEN PEAT	04/08/2022	01-52200-3400 FIRE PROTECTION OP	1,097.19	04/08/2022
Total APPLIED INDUSTRIAL TECHNOLOGIES:						1,097.19	
AT&T MOBILITY							
1960	AT&T MOBILITY	287299452785	APRIL 2022 POLICE	04/08/2022	01-52100-2230 LAW ENFORCE UTIL T	593.05	04/08/2022
1960	AT&T MOBILITY	287303055526	FIRE APR 2022	04/08/2022	01-52200-2230 FIRE PROTECTION UT	220.98	04/08/2022
1960	AT&T MOBILITY	287303055944	APRIL 2022 CITY HALL	04/08/2022	01-15610 DUE FROM WATER	541.29	04/08/2022
1960	AT&T MOBILITY	287303055944	APRIL 2022 CITY HALL	04/08/2022	01-15620 DUE FROM SEWER	129.35	04/08/2022
1960	AT&T MOBILITY	287303055944	APRIL 2022 CITY HALL	04/08/2022	01-51600-2230 GENERAL BLDGS UTIL	40.50	04/08/2022
1960	AT&T MOBILITY	287303055944	APRIL 2022 CITY HALL	04/08/2022	01-53311-2230 HWY/ST MAINT UTIL-T	40.50	04/08/2022
1960	AT&T MOBILITY	287303055944	APRIL 2022 CITY HALL	04/08/2022	01-53311-2230 HWY/ST MAINT UTIL-T	36.50	04/08/2022
1960	AT&T MOBILITY	287303055944	APRIL 2022 CITY HALL	04/08/2022	01-52200-2230 FIRE PROTECTION UT	38.99	04/08/2022
1960	AT&T MOBILITY	287303055944	APRIL 2022 CITY HALL	04/08/2022	01-53100-2230 ADMN-HWY/STREET U	27.33	04/08/2022
1960	AT&T MOBILITY	287303055944	APRIL 2022 CITY HALL	04/08/2022	01-53100-2230 ADMN-HWY/STREET U	13.50	04/08/2022
1960	AT&T MOBILITY	287303055944	APRIL 2022 CITY HALL	04/08/2022	01-51415-2230 ADMINISTRATOR UTIL-	45.50	04/08/2022
1960	AT&T MOBILITY	287303055944	APRIL 2022 CITY HALL	04/08/2022	01-51415-2230 ADMINISTRATOR UTIL-	27.17	04/08/2022
1960	AT&T MOBILITY	287303055944	APRIL 2022 CITY HALL	04/08/2022	01-51415-2230 ADMINISTRATOR UTIL-	27.17	04/08/2022
1960	AT&T MOBILITY	287303055944	APRIL 2022 CITY HALL	04/08/2022	01-52400-2230 INSPECTION UTIL-TEL	40.50	04/08/2022
1960	AT&T MOBILITY	287303055944	APRIL 2022 CITY HALL	04/08/2022	01-52400-2230 INSPECTION UTIL-TEL	36.50	04/08/2022
1960	AT&T MOBILITY	287303055944	APRIL 2022 CITY HALL	04/08/2022	01-52400-2230 INSPECTION UTIL-TEL	40.48	04/08/2022
1960	AT&T MOBILITY	287303055944	APRIL 2022 CITY HALL	04/08/2022	01-55200-2230 OTHER PARKS UTIL-T	36.50	04/08/2022
1960	AT&T MOBILITY	287303055944	APRIL 2022 CITY HALL	04/08/2022	01-55200-2230 OTHER PARKS UTIL-T	36.51	04/08/2022
1960	AT&T MOBILITY	287303615675	AMBULANCE APR 2022	04/08/2022	03-52300-2230 AMBULANCE UTIL-TEL	426.13	04/08/2022
Total AT&T MOBILITY:						2,398.45	

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BAKER & TAYLOR LLC							
69	BAKER & TAYLOR LLC	2036589021	BOOKS	04/01/2022	10-55110-3420 LIBRARY ADULT DEPT	152.79	04/01/2022
69	BAKER & TAYLOR LLC	2036589021	BOOKS	04/01/2022	10-55110-3460 LIBRARY CHILDRENS	107.66	04/01/2022
69	BAKER & TAYLOR LLC	2036602339	BOOKSK	04/08/2022	10-55110-3460 LIBRARY CHILDRENS	110.57	04/08/2022
Total BAKER & TAYLOR LLC:						371.02	
BAUMGARTNER, MATTHEW							
2286	BAUMGARTNER, MATTHEW	04082022	ICE	04/08/2022	01-51440-3400 ELECTIONS OPERATIN	2.79	04/08/2022
Total BAUMGARTNER, MATTHEW:						2.79	
BEAR GRAPHICS INC							
78	BEAR GRAPHICS INC	0891268	NUMBER PADS/TALLY SLIPS	04/08/2022	01-51440-3100 ELECTIONS OFFICE S	64.36	04/08/2022
Total BEAR GRAPHICS INC:						64.36	
BELCO VEHICLE SOLUTIONS LLC							
1210	BELCO VEHICLE SOLUTIONS L	6965	REMOVED DOCK	04/08/2022	01-52100-3500 LAW ENFORCE REPAI	115.00	04/08/2022
Total BELCO VEHICLE SOLUTIONS LLC:						115.00	
BOUND TREE MEDICAL LLC							
96	BOUND TREE MEDICAL LLC	84456911	BTM DISTRIBUTOR LICENSE	04/08/2022	03-52300-3402 AMBULANCE OPER -	315.48	04/08/2022
96	BOUND TREE MEDICAL LLC	84456912	AIRPORT INDUSTRIAL DR	04/08/2022	03-52300-3402 AMBULANCE OPER -	67.93	04/08/2022
Total BOUND TREE MEDICAL LLC:						383.41	
CANON FINANCIAL SERVICES INC							
2287	CANON FINANCIAL SERVICES I	28306264	COLOR COPIER	04/08/2022	03-52300-2900 AMBULANCE SERV CO	158.00	04/08/2022
Total CANON FINANCIAL SERVICES INC:						158.00	
CARROT-TOP INDUSTIRES INC							
122	CARROT-TOP INDUSTIRES INC	SO51980948	CARROT TOP) POLYESTER US FLAG	04/08/2022	01-52100-3400 LAW ENFORCE OPER	134.13	04/08/2022
Total CARROT-TOP INDUSTIRES INC:						134.13	
CASH							
1388	CASH	04012022	PETTY CASH POLICE	04/01/2022	01-52100-3100 LAW ENFORCE OFFIC	36.70	04/01/2022

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1388	CASH	04012022	PETTY CASH POLICE	04/01/2022	01-52100-3550 LAW ENFORCE BUILDI	37.94	04/01/2022
1388	CASH	04012022	PETTY CASH POLICE	04/01/2022	01-52100-3100 LAW ENFORCE OFFIC	30.88	04/01/2022
1388	CASH	04012022	PETTY CASH POLICE	04/01/2022	01-52100-3100 LAW ENFORCE OFFIC	50.63	04/01/2022
Total CASH:						156.15	
CBS SQUARED INC							
1666	CBS SQUARED INC	9497	WOMMEBAGP PARK	04/01/2022	08-57620-8100 CAPITAL PROJECT PA	1,343.30	04/01/2022
Total CBS SQUARED INC:						1,343.30	
CENTURYLINK							
128	CENTURYLINK	040820221	301313476042022	04/08/2022	02-56910-2230 LAKE UTIL-TELEPHON	64.44	04/08/2022
128	CENTURYLINK	040820221	031313477042022	04/08/2022	01-53311-2230 HWY/ST MAINT UTIL-T	198.83	04/08/2022
1837	CENTURYLINK	284677439	POLICE DEPT	04/08/2022	01-52100-2230 LAW ENFORCE UTIL T	648.20	04/13/2022
1837	CENTURYLINK	284677439	COURT	04/08/2022	01-51200-2230 JUDICIAL UTIL-TELEP	18.52	04/13/2022
1837	CENTURYLINK	284677439	TREASURER	04/08/2022	01-51520-2230 TREASURER UTIL-TEL	74.08	04/13/2022
1837	CENTURYLINK	284677439	ADMINISTRATIVE	04/08/2022	01-51415-2230 ADMINISTRATOR UTIL-	18.52	04/13/2022
1837	CENTURYLINK	284677439	CLERK	04/08/2022	01-51420-2230 CITY CLERK UTIL-TEL	37.05	04/13/2022
1837	CENTURYLINK	284677439	COUNCIL	04/08/2022	01-51100-2230 LEGISLATIVE UTIL-TEL	18.52	04/13/2022
1837	CENTURYLINK	284677439	ASSESSOR	04/08/2022	01-51530-2230 ASSESSOR UTIL-TELE	18.52	04/13/2022
1837	CENTURYLINK	284677439	MAYOR	04/08/2022	01-51410-2230 MAYOR UTIL-TELEPH	18.52	04/13/2022
1837	CENTURYLINK	284677439	BLDG INSP	04/08/2022	01-52400-2230 INSPECTION UTIL-TEL	18.52	04/13/2022
1837	CENTURYLINK	284677439	PUBLIC WORKS	04/08/2022	01-53100-2230 ADMN-HWY/STREET U	61.73	04/13/2022
1837	CENTURYLINK	284677439	WATER	04/08/2022	01-15610 DUE FROM WATER	24.69	04/13/2022
1837	CENTURYLINK	284677439	SEWER	04/08/2022	01-15620 DUE FROM SEWER	24.69	04/13/2022
1837	CENTURYLINK	284677439	PARK AND REC	04/08/2022	01-55200-2230 OTHER PARKS UTIL-T	37.04	04/13/2022
1837	CENTURYLINK	284677439	FIRE DEPT	04/08/2022	01-52200-2230 FIRE PROTECTION UT	18.52	04/13/2022
128	CENTURYLINK	301310674202	CRIME STOPPER	04/08/2022	01-52100-2230 LAW ENFORCE UTIL T	26.00	04/08/2022
128	CENTURYLINK	301313462420	PD APRIL BILL	04/08/2022	01-52100-2230 LAW ENFORCE UTIL T	755.00	04/08/2022
128	CENTURYLINK	301313463402	CITY FAX MACHINE	04/20/2022	01-51600-2230 GENERAL BLDGS UTIL	32.22	04/13/2022
128	CENTURYLINK	301313466420	CLERK OF COURTS 042022	04/08/2022	01-51200-2230 JUDICIAL UTIL-TELEP	34.41	04/08/2022
128	CENTURYLINK	301313478042	APRIL BILL	04/08/2022	01-55300-2230 REC PROGRAMS UTIL	99.34	04/08/2022
128	CENTURYLINK	301313478042	APRIL BILL	04/08/2022	01-55402-2230 AQUATIC CENTER UTI	99.34	04/08/2022
128	CENTURYLINK	301313480422	APRIL BILL	04/08/2022	01-15210 DUE FROM HOUSING	55.52	04/08/2022
128	CENTURYLINK	301313480422	APRIL BILL	04/08/2022	04-56600-2230 CDBG-ADMIN UTIL-TE	55.53	04/08/2022
128	CENTURYLINK	301313481042	FAX LINE	04/08/2022	03-52300-2230 AMBULANCE UTIL-TEL	6.35	04/08/2022
128	CENTURYLINK	301313485042	SENIOR APRIL	04/08/2022	12-55500-2230 SR & DISAB UTIL-TELE	74.23	04/08/2022
128	CENTURYLINK	467438700422	APRIL BILL	04/08/2022	01-55401-3400 RECREATION PARK O	158.82	04/08/2022

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Total CENTURYLINK:						2,697.15	
CLIFTON LARSON ALLEN LLP							
2054	CLIFTON LARSON ALLEN LLP	1011310422	CLOSING OF THE BOOKS	04/08/2022	01-51540-2100 SPEC ACCOUNTING P	10,605.00	04/08/2022
Total CLIFTON LARSON ALLEN LLP:						10,605.00	
COMPLETE OFFICE OF WISCONSIN INC							
157	COMPLETE OFFICE OF WISCO	312506	LAMINATOR	04/08/2022	01-51440-3100 ELECTIONS OFFICE S	239.99	04/08/2022
Total COMPLETE OFFICE OF WISCONSIN INC:						239.99	
DATA FINANCIAL INC							
187	DATA FINANCIAL INC	123725	COUNT CURRENCY COUNTER	04/08/2022	01-51520-2900 TREASURER'S SERVIC	199.00	04/08/2022
Total DATA FINANCIAL INC:						199.00	
DECALS WITH DISTINCTION							
2289	DECALS WITH DISTINCTION	6666	RETRACTABLE BANNER	04/08/2022	05-52100-3400 GRANTS & DONATI LA	375.00	04/08/2022
Total DECALS WITH DISTINCTION:						375.00	
DELTA DENTAL							
1777	DELTA DENTAL	0121597	DENTAL INSURANCE PREMIUM MAR	04/01/2022	01-21597 EE DEDUCTIONS-DENTAL	963.10	04/01/2022
Total DELTA DENTAL:						963.10	
DICKIE, DEAN A.							
1573	DICKIE, DEAN A.	04082022	OVERPAYMENT REFUND	04/08/2022	01-24412 TAX REFUND OVER PAY	1,077.77	04/08/2022
Total DICKIE, DEAN A.:						1,077.77	
DON'S PLUMBING SERVICE INC							
205	DON'S PLUMBING SERVICE INC	S14952	Plumbing service	04/01/2022	12-55500-3500 SR & DISAB REPAIR &	1,145.20	04/01/2022
205	DON'S PLUMBING SERVICE INC	S14993	WATER CARE SERVICE	04/01/2022	01-52200-3500 FIRE PROTECTION RE	1,246.95	04/01/2022
Total DON'S PLUMBING SERVICE INC:						2,392.15	

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ELLIS, ROGER							
1544	ELLIS, ROGER	04082022	1 HOUR MUSIC 4082022	04/08/2022	12-55500-3410 SR & DISAB OP SUP-	100.00	04/08/2022
Total ELLIS, ROGER:						100.00	
EMERGENCY MEDICAL PRODUCTS INC							
216	EMERGENCY MEDICAL PRODU	2324196	232 AED SUPPLISE	04/08/2022	01-55401-3400 RECREATION PARK O	457.45	04/08/2022
216	EMERGENCY MEDICAL PRODU	2325222	ATROPINE SULFATE	04/08/2022	03-52300-3402 AMBULANCE OPER -	262.61	04/08/2022
216	EMERGENCY MEDICAL PRODU	2326279	FENTANYL CITRATE	04/08/2022	03-52300-3402 AMBULANCE OPER -	268.71	04/08/2022
216	EMERGENCY MEDICAL PRODU	2327689	LAERDAL LSE	04/08/2022	03-52300-3400 AMBULANCE OPERATI	1,025.00	04/08/2022
216	EMERGENCY MEDICAL PRODU	2328177	MEDICAL SUPPLIES	04/08/2022	03-52300-3402 AMBULANCE OPER -	1,615.82	04/08/2022
216	EMERGENCY MEDICAL PRODU	2328178	PDI SUPER SANI CLOTH	04/08/2022	03-52300-3402 AMBULANCE OPER -	58.27	04/08/2022
216	EMERGENCY MEDICAL PRODU	2328505	cARDIAC SCIENCE	04/08/2022	12-55500-3500 SR & DISAB REPAIR &	62.99	04/08/2022
216	EMERGENCY MEDICAL PRODU	2328506	cARDIAC SCIENCE	04/08/2022	12-55500-3500 SR & DISAB REPAIR &	367.19	04/08/2022
216	EMERGENCY MEDICAL PRODU	23290824022	VIAVALVE SAFETY	04/08/2022	03-52300-3402 AMBULANCE OPER -	157.05	04/08/2022
216	EMERGENCY MEDICAL PRODU	2329085	VIAVALVE SAFETY	04/08/2022	03-52300-3402 AMBULANCE OPER -	3.14	04/08/2022
216	EMERGENCY MEDICAL PRODU	2329103	VIAVALVE SAFETY	04/08/2022	03-52300-3402 AMBULANCE OPER -	157.05	04/08/2022
216	EMERGENCY MEDICAL PRODU	2329450	PURPLE NITRILE GLOVES	04/08/2022	03-52300-3402 AMBULANCE OPER -	1,031.28	04/08/2022
Total EMERGENCY MEDICAL PRODUCTS INC:						5,466.56	
EO JOHNSON CO							
220	EO JOHNSON CO	1074320	TONERS	04/01/2022	10-55110-2900 LIBRARY SERV CONTR	50.59	04/01/2022
220	EO JOHNSON CO	1106638	METER GROUP	04/01/2022	10-55110-2900 LIBRARY SERV CONTR	11.40	04/01/2022
220	EO JOHNSON CO	1109033	TONERS	04/01/2022	01-53311-2900 HWY/ST MAINT SERV	106.00	04/01/2022
220	EO JOHNSON CO	INV1076908	TONERS	04/01/2022	10-55110-2900 LIBRARY SERV CONTR	69.00	04/01/2022
220	EO JOHNSON CO	INV1112773	GMA TONER	04/01/2022	01-52100-2900 LAW ENFORCE SERV	275.50	04/01/2022
220	EO JOHNSON CO	INV1114819	TONERS	04/08/2022	12-55500-2900 SR & DISAB SERV CO	109.00	04/08/2022
Total EO JOHNSON CO:						621.49	
ERIE COUNTY PUBLIC LIBRARY							
2283	ERIE COUNTY PUBLIC LIBRARY	209540264	BOOK	04/01/2022	10-55110-3420 LIBRARY ADULT DEPT	31.95	04/01/2022
Total ERIE COUNTY PUBLIC LIBRARY:						31.95	
EVANS PRINT + MEDIA GROUP							
225	EVANS PRINT + MEDIA GROUP	5666042022	PUBLIC ANOUNCEMENT	04/08/2022	01-52100-3200 LAW ENFORCE PUBLI	54.00	04/08/2022

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Total EVANS PRINT + MEDIA GROUP:						54.00	
EVEREST EMERGENCY VEHICLES INC							
226	EVEREST EMERGENCY VEHICL	W034724	ULTRAMEDIC	04/08/2022	03-52300-3500 AMBULANCE REPAIR	405.89	04/08/2022
226	EVEREST EMERGENCY VEHICL	W03725	ROAD RESCUE	04/08/2022	03-52300-3500 AMBULANCE REPAIR	368.43	04/08/2022
226	EVEREST EMERGENCY VEHICL	W03726	ROAD RESCUE	04/08/2022	03-52300-3500 AMBULANCE REPAIR	286.21	04/08/2022
Total EVEREST EMERGENCY VEHICLES INC:						1,060.53	
EWALD'S HARTFORD FORD LLC							
1603	EWALD'S HARTFORD FORD LL	1FM4K7ABING	EXPLORER	04/08/2022	08-57210-8400 LAW ENF OUT VEHICL	33,631.00	04/08/2022
Total EWALD'S HARTFORD FORD LLC:						33,631.00	
FARRELL EQUIPMENT & SUPPLY CO INC							
241	FARRELL EQUIPMENT & SUPPL	1238938	PLASTIC TUB WHEEL	04/08/2022	01-53311-3402 HWY/ST MAINT OP SU	209.99	04/08/2022
241	FARRELL EQUIPMENT & SUPPL	inv1237593	ARPA - CITY HALL	04/08/2022	19-57140-8200 ARPA - BLDGS. OUTLA	89.97	04/08/2022
Total FARRELL EQUIPMENT & SUPPLY CO INC:						299.96	
FIRST SUPPLY LLC-LA CROSSE							
255	FIRST SUPPLY LLC-LA CROSSE	322644900	FILTERS	04/08/2022	01-52100-3500 LAW ENFORCE REPAI	1,016.16	04/08/2022
Total FIRST SUPPLY LLC-LA CROSSE:						1,016.16	
GERKE EXCAVATING INC							
274	GERKE EXCAVATING INC	47238	JB APP#1 final	04/01/2022	02-56910-3500 LAKE REPAIR & MAINT	3,875.00	04/01/2022
Total GERKE EXCAVATING INC:						3,875.00	
GHD SERVICES INC							
275	GHD SERVICES INC	340-0022574	SOLIC WASTE DISP PRO SERVICE TH	04/01/2022	01-53630-2100 SOLID WSTE DISP PR	2,687.92	04/01/2022
Total GHD SERVICES INC:						2,687.92	
GREATER TOMAH AREA CHAMBER							
634	GREATER TOMAH AREA CHAM	482022	ROOM TAX APRIL	04/08/2022	16-41210 PUBLIC ACCOMMODATION	18,326.72	04/08/2022

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Total GREATER TOMAH AREA CHAMBER:						18,326.72	
GUNDERSEN EYE CLINIC - TOMAH							
1352	GUNDERSEN EYE CLINIC - TO	1285240422	SAFTEY GLASSES - westpfahl	04/01/2022	01-53311-3409 HWY/ST MAINT OP SU	306.00	04/01/2022
Total GUNDERSEN EYE CLINIC - TOMAH:						306.00	
HILLYARD/HUTCHINSON							
312	HILLYARD/HUTCHINSON	604640627	LINER 56 GAL	04/01/2022	01-55401-3400 RECREATION PARK O	23.52	04/01/2022
Total HILLYARD/HUTCHINSON:						23.52	
HOLIDAY WHOLESALE							
317	HOLIDAY WHOLESALE	1032123	TOWELTORK	04/08/2022	01-52100-3550 LAW ENFORCE BUILDI	196.80	04/08/2022
Total HOLIDAY WHOLESALE:						196.80	
HUGH WRIGHT DICKIE							
2288	HUGH WRIGHT DICKIE	04082022	OVERPAY	04/08/2022	01-24412 TAX REFUND OVER PAY	4.93	04/08/2022
Total HUGH WRIGHT DICKIE:						4.93	
JEFFERSON FIRE & SAFETY							
346	JEFFERSON FIRE & SAFETY	138384	ENFORCE FIREBALL	04/08/2022	01-52200-3400 FIRE PROTECTION OP	1,200.00	04/08/2022
Total JEFFERSON FIRE & SAFETY:						1,200.00	
J-J'S FLORAL SHOP LLC							
349	J-J'S FLORAL SHOP LLC	100019880	BABY BOY PLANT	04/01/2022	05-52110-3400 COMM SERVICE OP S	60.00	04/01/2022
Total J-J'S FLORAL SHOP LLC:						60.00	
KIMPTON TRUCK SERVICE INC							
370	KIMPTON TRUCK SERVICE INC	E55635	water pump leak	04/01/2022	01-52200-3500 FIRE PROTECTION RE	421.36	04/01/2022
Total KIMPTON TRUCK SERVICE INC:						421.36	
KWIK TRIP CREDIT DEPT							
375	KWIK TRIP CREDIT DEPT	57542042022	POLICE FUEL APR 2022	04/08/2022	01-52100-3400 LAW ENFORCE OPER	4,475.17	04/08/2022

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Total KWIK TRIP CREDIT DEPT:						4,475.17	
LA CROSSE TRIBUNE							
1333	LA CROSSE TRIBUNE	116-000668320	SUBSCRIPTION	04/01/2022	01-51420-3200 CITY CLERK PUB & SU	43.99	04/01/2022
Total LA CROSSE TRIBUNE:						43.99	
LARKIN'S GMC INC							
387	LARKIN'S GMC INC	101920422	80554	04/08/2022	01-52200-3500 FIRE PROTECTION RE	78.83	04/08/2022
387	LARKIN'S GMC INC	101920422	80555	04/08/2022	01-52200-3500 FIRE PROTECTION RE	62.62	04/08/2022
387	LARKIN'S GMC INC	101920422	80553	04/08/2022	01-52200-3500 FIRE PROTECTION RE	66.09	04/08/2022
Total LARKIN'S GMC INC:						207.54	
LEDEGAR ROOFING							
1797	LEDEGAR ROOFING	2-2200157-1	LEAK REPAIRS	04/08/2022	01-53311-3508 HWY/ST MAINT REP/M	285.25	04/08/2022
Total LEDEGAR ROOFING:						285.25	
LEMONWEIR VALLEY TELEPHONE							
395	LEMONWEIR VALLEY TELEPHO	01535102240	BLOYER FIELD	04/08/2022	01-53510-2240 AIRPORT UTIL-CBL/INT	100.55	04/08/2022
395	LEMONWEIR VALLEY TELEPHO	69220004022	FIRE APRIL	04/08/2022	01-52200-2230 FIRE PROTECTION UT	120.93	04/08/2022
395	LEMONWEIR VALLEY TELEPHO	721400408202	PARKS AND RECAPRIL	04/08/2022	01-55200-2230 OTHER PARKS UTIL-T	191.19	04/08/2022
395	LEMONWEIR VALLEY TELEPHO	802300042022	FIRE APRIL	04/08/2022	01-52200-2230 FIRE PROTECTION UT	566.18	04/08/2022
395	LEMONWEIR VALLEY TELEPHO	809500042022	PUBLIC WORKS	04/08/2022	01-53311-2230 HWY/ST MAINT UTIL-T	100.55	04/08/2022
395	LEMONWEIR VALLEY TELEPHO	MARCH	POLICE	04/08/2022	01-52100-2230 LAW ENFORCE UTIL T	1,826.21	04/08/2022
395	LEMONWEIR VALLEY TELEPHO	MARCH	COURT	04/08/2022	01-51200-2230 JUDICIAL UTIL-TELEP	41.37	04/08/2022
395	LEMONWEIR VALLEY TELEPHO	MARCH	ADMINISTRATIVECOURT	04/08/2022	01-51415-2230 ADMINISTRATOR UTIL-	40.53	04/08/2022
395	LEMONWEIR VALLEY TELEPHO	MARCH	BLDG INSP	04/08/2022	01-52400-2230 INSPECTION UTIL-TEL	40.93	04/08/2022
395	LEMONWEIR VALLEY TELEPHO	MARCH	TREASURERS	04/08/2022	01-51520-2230 TREASURER UTIL-TEL	181.85	04/08/2022
395	LEMONWEIR VALLEY TELEPHO	MARCH	CLERK	04/08/2022	01-51420-2230 CITY CLERK UTIL-TEL	83.81	04/08/2022
395	LEMONWEIR VALLEY TELEPHO	MARCH	COUNCIL	04/08/2022	01-51100-2230 LEGISLATIVE UTIL-TEL	40.53	04/08/2022
395	LEMONWEIR VALLEY TELEPHO	MARCH	ASSESSOR	04/08/2022	01-51530-2230 ASSESSOR UTIL-TELE	43.29	04/08/2022
395	LEMONWEIR VALLEY TELEPHO	MARCH	MAYOR	04/08/2022	01-51410-2230 MAYOR UTIL-TELEPH	40.53	04/08/2022
395	LEMONWEIR VALLEY TELEPHO	MARCH	PUBLIC WORKS	04/08/2022	01-53100-2230 ADMN-HWY/STREET U	106.86	04/08/2022
395	LEMONWEIR VALLEY TELEPHO	MARCH	WATER	04/08/2022	01-15610 DUE FROM WATER	50.06	04/08/2022
395	LEMONWEIR VALLEY TELEPHO	MARCH	SEWER	04/08/2022	01-15620 DUE FROM SEWER	48.32	04/08/2022

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Total LEMONWEIR VALLEY TELEPHONE:						3,623.69	
LOFFLER COMPANIES							
1391	LOFFLER COMPANIES	3985939	CANON C7565I II	04/08/2022	01-51420-2900 CITY CLERK SERV CO	90.49	04/08/2022
Total LOFFLER COMPANIES:						90.49	
MATTSON, KEVIN							
2149	MATTSON, KEVIN	04082022	1 HOUR MUSIC 08272021	04/08/2022	12-55500-3410 SR & DISAB OP SUP-	100.00	04/08/2022
Total MATTSON, KEVIN:						100.00	
MEDLINE INDUSTRIES, INC.							
2124	MEDLINE INDUSTRIES, INC.	2201334644	Capnoline	04/01/2022	03-52300-3402 AMBULANCE OPER -	168.26	04/01/2022
2124	MEDLINE INDUSTRIES, INC.	2203511801	AMBULANCE SUPPLIES	04/08/2022	03-52300-3402 AMBULANCE OPER -	292.34	04/08/2022
Total MEDLINE INDUSTRIES, INC.:						460.60	
MISSISSIPPI WELDERS SUPPLY COMPANY INC							
442	MISSISSIPPI WELDERS SUPPL	459840	OXYGEN	04/08/2022	03-52300-3400 AMBULANCE OPERATI	117.50	04/08/2022
442	MISSISSIPPI WELDERS SUPPL	459883	OXYGEN	04/08/2022	03-52300-3400 AMBULANCE OPERATI	117.50	04/08/2022
Total MISSISSIPPI WELDERS SUPPLY COMPANY INC:						235.00	
MONROE CO CLERK OF COURTS							
447	MONROE CO CLERK OF COUR	040120224	WARRANT- C ROSS	04/01/2022	01-23301 COURT DEPOSIT-FINE-TRE	100.00	04/01/2022
447	MONROE CO CLERK OF COUR	04082022	WARRANT J-HENRY	04/08/2022	01-23300 COURT DEPOSIT-WARRANT	100.00	04/08/2022
447	MONROE CO CLERK OF COUR	040820221	WARRANT - G FINNIGAN	04/08/2022	01-23300 COURT DEPOSIT-WARRANT	500.00	04/08/2022
Total MONROE CO CLERK OF COURTS:						700.00	
MONROE CO SOLID WASTE							
461	MONROE CO SOLID WASTE	040120225	NOV 2021 SOLID WASTE DISP	04/01/2022	01-53630-5300 SOLID WSTE DISP RE	13,539.00	04/01/2022
Total MONROE CO SOLID WASTE:						13,539.00	
MONROE CO TREASURER							
454	MONROE CO TREASURER	040120221	PILOT PAYMENT FOR 2021	04/01/2022	01-24400 DUE TO OTHER TAXING UNI	175.65	04/01/2022
454	MONROE CO TREASURER	04082022	MUNICIPAL COURT MONTHLY REPOR	04/08/2022	01-24300 COUNTY JAIL ASSESSMENT	2,960.67	04/08/2022

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454	MONROE CO TREASURER	04132022	APRIL SETTLEMENT	04/13/2022	09-24400 DUE TO OTHER TAXING UNI	275,931.04	04/13/2022
454	MONROE CO TREASURER	04132022	APRIL SETTLEMENT	04/13/2022	09-24400 DUE TO OTHER TAXING UNI	74,027.54	04/13/2022
Total MONROE CO TREASURER:						353,094.90	
MORRIES TOMAH C F, LLC							
2078	MORRIES TOMAH C F, LLC	46661	SERVICE 2020 FORD EXPLORER	04/08/2022	01-52100-3500 LAW ENFORCE REPAI	177.97	04/08/2022
Total MORRIES TOMAH C F, LLC:						177.97	
PATRIOT PROPERTIES							
2284	PATRIOT PROPERTIES	040120229	REFUND OF GARBAGE TOTE	04/01/2022	01-46430 REFUSE & GARB REVENUE	70.00	04/01/2022
2284	PATRIOT PROPERTIES	040120229	REFUND OF GARBAGE TOTE	04/01/2022	01-24210 SALES TAX PAYABLE	3.85	04/01/2022
Total PATRIOT PROPERTIES:						73.85	
PERKINS, ADAM							
864	PERKINS, ADAM	040082022	MEAL REIMBURSEMENT	04/08/2022	01-52100-3350 LAW ENFORCE TRAINI	8.18	04/08/2022
Total PERKINS, ADAM:						8.18	
PRIME MEDIA							
1776	PRIME MEDIA	0234538	POS THERMAL	04/08/2022	01-52100-3400 LAW ENFORCE OPER	146.00	04/08/2022
Total PRIME MEDIA:						146.00	
REGISTER AND PROBATE							
2032	REGISTER AND PROBATE	040120227	FILEING FEE FOR KARLA WILCOX	04/01/2022	03-52300-2100 AMBULANCE PROF SE	3.00	04/01/2022
Total REGISTER AND PROBATE:						3.00	
RICK'S CERTIFIED AUTO OF TOMAH LLC							
555	RICK'S CERTIFIED AUTO OF TO	73597	ACETYLENE	04/08/2022	01-53311-3402 HWY/ST MAINT OP SU	28.78	04/08/2022
Total RICK'S CERTIFIED AUTO OF TOMAH LLC:						28.78	
ROLFF, SHANE							
877	ROLFF, SHANE	040120226	EXPENSE VOUCHER	04/01/2022	01-52400-3300 INSPECTION TRAVEL	93.93	04/01/2022

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Total ROLFF, SHANE:						93.93	
SCALLON, BRENNON							
1509	SCALLON, BRENNON	04082022	REIMB. MEALS	04/08/2022	01-52100-3350 LAW ENFORCE TRAINI	18.62	04/08/2022
Total SCALLON, BRENNON:						18.62	
SCOTT WILCOX							
1708	SCOTT WILCOX	04082022	1 HOUR MUSIC PROGRAM	04/08/2022	12-55500-3410 SR & DISAB OP SUP-	100.00	04/08/2022
Total SCOTT WILCOX:						100.00	
SECURIAN FINANCIAL GROUP INC							
577	SECURIAN FINANCIAL GROUP I	04082022	PREMIUM	04/08/2022	01-21530 LIFE INSURANCE PAYABLE	2,429.04	04/08/2022
Total SECURIAN FINANCIAL GROUP INC:						2,429.04	
SERVION MORTGAGE							
1783	SERVION MORTGAGE	040120221	REFUND OF DISBURSAL MADE ON W	04/01/2022	09-12100 TAXES RECEIVABLE (CUR.	3,377.43	04/01/2022
Total SERVION MORTGAGE:						3,377.43	
SNAP ON TOOLS							
2181	SNAP ON TOOLS	031722100816	BRAKE CALIPER	04/08/2022	01-53311-3402 HWY/ST MAINT OP SU	68.00	04/08/2022
Total SNAP ON TOOLS:						68.00	
SPECTRUM							
2139	SPECTRUM	39105031822	MARCH BILL	04/08/2022	12-55500-2200 SR & DISAB UTIL-GAS	181.00	04/08/2022
2139	SPECTRUM	5916040122	APR BILL	04/08/2022	01-52100-2230 LAW ENFORCE UTIL T	115.44	04/08/2022
Total SPECTRUM:						296.44	
ST. JOSEPH EQUIPMENT INC							
594	ST. JOSEPH EQUIPMENT INC	W07527	TOOLCAT	04/08/2022	01-55401-3500 RECREATION PARK R	2,405.46	04/08/2022
Total ST. JOSEPH EQUIPMENT INC:						2,405.46	

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STAPLES							
2111	STAPLES	3502593558	staples	04/08/2022	01-52100-3100 LAW ENFORCE OFFIC	275.63	04/08/2022
Total STAPLES:						275.63	
STATE OF WISCONSIN-COURT							
599	STATE OF WISCONSIN-COURT	04082022	Apr MUNICIPAL COURT FINANCIAL RE	04/08/2022	01-24240 COURT SURCHARGE DUE S	6,061.22	04/08/2022
Total STATE OF WISCONSIN-COURT:						6,061.22	
SUPERIOR AUTOMOTIVE							
1597	SUPERIOR AUTOMOTIVE	28727	oil change	04/08/2022	01-52100-3500 LAW ENFORCE REPAI	75.91	04/08/2022
1597	SUPERIOR AUTOMOTIVE	28783	REAR TIRE	04/01/2022	01-52100-3500 LAW ENFORCE REPAI	30.90	04/01/2022
Total SUPERIOR AUTOMOTIVE:						106.81	
TELEFLEX LLC							
1732	TELEFLEX LLC	9505252974	NEEDLE SET & STABILIZER	04/08/2022	03-52300-3400 AMBULANCE OPERATI	677.50	04/08/2022
Total TELEFLEX LLC:						677.50	
TOMAH AREA SCHOOL DISTRICT							
637	TOMAH AREA SCHOOL DISTRIC	04012022	PILOT PAYMENT FOR 2021	04/01/2022	01-24600 DUE TO SCHOOL DISTRICT	46.94	04/01/2022
637	TOMAH AREA SCHOOL DISTRIC	040120221	PILOT PAYMENT FOR 2021	04/01/2022	01-24600 DUE TO SCHOOL DISTRICT	253.69	04/01/2022
637	TOMAH AREA SCHOOL DISTRIC	0401202210	MOBILE HOME FEES MAR 2022	04/01/2022	01-24600 DUE TO SCHOOL DISTRICT	1,744.83	04/01/2022
637	TOMAH AREA SCHOOL DISTRIC	04082022	MOBILE HOME LOTTERY CR	04/08/2022	01-24600 DUE TO SCHOOL DISTRICT	7,399.55	04/08/2022
637	TOMAH AREA SCHOOL DISTRIC	04132022	APRIL SETTLEMENT LOTTERY CR	04/13/2022	09-24600 DUE TO SCHOOL DISTRICT	398,519.93	04/13/2022
637	TOMAH AREA SCHOOL DISTRIC	04132022	APRIL SETTLEMENT LOTTERY CR	04/13/2022	09-24600 DUE TO SCHOOL DISTRICT	106,916.03	04/13/2022
Total TOMAH AREA SCHOOL DISTRICT:						514,880.97	
TOMAH GLASS INC							
641	TOMAH GLASS INC	094923	ARPA - CITY HALL REMODEL	04/08/2022	19-57140-8200 ARPA - BLDGS. OUTLA	168.00	04/08/2022
Total TOMAH GLASS INC:						168.00	
TOMAH SEWER UTILITY							
653	TOMAH SEWER UTILITY	04132022	PAYMENT FOR 2021 STREET AND UTI	04/13/2022	08-57331-8500 CAPITAL PROJECT HW	46,742.25	04/13/2022
653	TOMAH SEWER UTILITY	04132022	PAYMENT FOR 2021 STREET AND UTI	04/13/2022	08-57331-8500 CAPITAL PROJECT HW	2,063.00	04/13/2022

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Total TOMAH SEWER UTILITY:						48,805.25	
TOMAH WELDING & STEEL SUPPLY LLC							
660	TOMAH WELDING & STEEL SUP	19931	PIPE GUARD	04/08/2022	01-53311-3405 HWY/ST MAINT OP SU	45.00	04/08/2022
Total TOMAH WELDING & STEEL SUPPLY LLC:						45.00	
TRACTOR SUPPLY CREDIT PLAN							
665	TRACTOR SUPPLY CREDIT PLA	504170	FENCE POST FOR NO PARKING SIGH	03/30/2022	01-53311-3405 HWY/ST MAINT OP SU	93.53	04/08/2022
Total TRACTOR SUPPLY CREDIT PLAN:						93.53	
TRICOR INC							
670	TRICOR INC	43487	MORTALITY REVIEW	04/08/2022	01-51931-5110 LAW ENFORCE INS PR	1,050.00	04/08/2022
Total TRICOR INC:						1,050.00	
TRI-STATE BUSINESS MACHINES INC							
672	TRI-STATE BUSINESS MACHINE	540796	CANON ICMF733CDW	04/08/2022	03-52300-2900 AMBULANCE SERV CO	78.00	04/08/2022
672	TRI-STATE BUSINESS MACHINE	541552	CANON ICMF733CDW	04/08/2022	01-51200-2900 JUDICIAL SERV CONT	19.44	04/08/2022
Total TRI-STATE BUSINESS MACHINES INC:						97.44	
VAN NORMAN SUPPLY CO INC							
698	VAN NORMAN SUPPLY CO INC	326649	LED FLOOD FIXTURE	04/08/2022	01-53420-2900 STREET LIGHTING SE	223.64	04/08/2022
Total VAN NORMAN SUPPLY CO INC:						223.64	
VERIZON							
699	VERIZON	9902941392	CAMERAS	04/08/2022	01-55200-3400 OTHER PARKS OPERA	214.55	04/08/2022
Total VERIZON:						214.55	
VISION SERVICE PLAN							
1590	VISION SERVICE PLAN	3500476	APRIL 2022 VISION INS PREMIUM	04/01/2022	01-21596 EE DEDUCTIONS-VSP VISIO	546.41	04/01/2022
Total VISION SERVICE PLAN:						546.41	

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WAUKESHA COUNTY TECHNICAL COLLEGE							
2252	WAUKESHA COUNTY TECHNIC	S0762904	RYLAN/ PAUL PHYSICAL READINESS	04/01/2022	01-52100-3350 LAW ENFORCE TRAINI	65.40	04/01/2022
Total WAUKESHA COUNTY TECHNICAL COLLEGE:						65.40	
WE ENERGIES							
721	WE ENERGIES	071765+443-0	SENIOR CENTER	04/01/2022	12-55500-2200 SR & DISAB UTIL-GAS	1,355.39	04/01/2022
721	WE ENERGIES	0717659443-0	SENIOR CENTER	04/01/2022	12-55500-2200 SR & DISAB UTIL-GAS	175.22	04/01/2022
Total WE ENERGIES:						1,530.61	
WEST BEND MUTUAL INSURANCE COMPANY							
725	WEST BEND MUTUAL INSURAN	2321077422	NOTARY	04/01/2022	01-51938-5150 OTHER INSURANCE B	50.00	04/01/2022
Total WEST BEND MUTUAL INSURANCE COMPANY:						50.00	
WESTERN TECHNICAL COLLEGE							
728	WESTERN TECHNICAL COLLEG	04132022	APRIL SETTLEMENT	04/13/2022	09-24600 DUE TO SCHOOL DISTRICT	73,739.17	04/13/2022
728	WESTERN TECHNICAL COLLEG	04132022	APRIL SETTLEMENT	04/13/2022	09-24600 DUE TO SCHOOL DISTRICT	19,782.95	04/13/2022
728	WESTERN TECHNICAL COLLEG	11531	FIRE PRACTICAL	04/08/2022	01-52200-3350 FIRE PROTECTION TR	80.00	04/08/2022
Total WESTERN TECHNICAL COLLEGE:						93,602.12	
WI EMS ASSOCIATION INC							
765	WI EMS ASSOCIATION INC	300000811	SERVICE RENEWAL	04/08/2022	03-52300-3200 AMBULANCE PUB & S	450.00	04/08/2022
Total WI EMS ASSOCIATION INC:						450.00	
WI MUNICIPAL CLERKS ASSOCIATION							
745	WI MUNICIPAL CLERKS ASSOCI	0401202211	ONLINE TRAINING	04/01/2022	01-51420-3350 CITY CLERK TRAINING	15.00	04/01/2022
Total WI MUNICIPAL CLERKS ASSOCIATION:						15.00	
WI SCTF							
749	WI SCTF	04012022	CHILD SUPPORT WITHHOLDINGS 040	04/01/2022	01-21590 OTHER EMPLOYEE DEDUC	848.08	04/01/2022
749	WI SCTF	04082022	CHILD SUPPORT WITHHOLDINGS 040	04/08/2022	01-21590 OTHER EMPLOYEE DEDUC	848.08	04/08/2022
Total WI SCTF:						1,696.16	

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ZINGLER MARKETING LLC							
782	ZINGLER MARKETING LLC	7630	OUTDOOR SIGN	04/08/2022	01-53645-3400 CHIPPER OPERATING	896.00	04/08/2022
Total ZINGLER MARKETING LLC:						896.00	
Grand Totals:						1,160,469.25	

Dated: _____

Mayor: _____ Murray, Mike

City Council: _____ Glynn, John
 _____ Pater, Nellie
 _____ Peterson, Dean
 _____ Kiefer, Lamont
 _____ Gigous, Adam
 _____ Koel, Mitchell
 _____ Yarrington, Richard
 _____ Zabinski, Shawn

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Kids & Company is interested in renting out the building at 1004 Superior Ave on a temporary basis for a daycare summer camp. This is a request for Committee of the whole and Council approval of the temporary rental contract for 1004 Superior Ave and to authorize the City Attorney and Senior Center Director to finalize the contract.

Summary and Background Information:

(Appropriate Documentation Attached)

Recommendation:

Approve the City Attorney and Senior Center Director authority to finalize the contract between Kids & Company and the City of Tomah for the temporary rental of 1004 Superior Ave.

Becki Weyer

Becki Weyer, City Clerk

04/13/2022
Date

Committee: Committee of the Whole and Common Council

Meeting Date(s): April 18 and April 19, 2022

LEASE AGREEMENT

THIS INDENTURE OF LEASE by and between **CITY OF TOMAH**, a Municipal Corporation, hereinafter called **LESSOR**, and **KIDS & COMPANY DAYCARE, INC.**, hereinafter called **LESSEE**.

WITNESSETH:

The **LESSOR** does hereby lease, demise, and let to the **LESSEE** the following described premises located at 1004 Superior Avenue, in the City of Tomah, Monroe County, Wisconsin, to-wit:

The ground floor and basement of the building located on the North 32 feet of Lot 2, Block 33, Original Plat, City of Tomah, Monroe County, Wisconsin, together with parking privileges in the rear of said building.

upon the following terms and conditions:

TERM: This Lease shall be for a term commencing on the 23th day of May, 2022, to and including the 31st day of August, 2022.

SECURITY DEPOSIT: **LESSEE** shall pay \$1,550.00 as and for a security deposit. Said amount shall be paid to **LESSOR** prior to occupancy.

RENT: The **LESSEE** agrees to pay to **LESSOR** the sum of \$1,550.00 per month as rent. **LESSEE** shall pay the sum of \$450.00 for the month of May payable on or before May 23, 2022. Thereafter, rent shall be paid on or before the 1st of each month commencing June 1, 2022.

USE: The demised premises shall be used by the **LESSEE** for the purpose of a licensed Day Camp for children ages 5 to 12 and for no other purpose.

OBLIGATIONS OF LESSOR

1. **TAXES:** The **LESSOR** shall pay all real estate taxes and special assessments levied or assessed against the demised premises.

2. **INSURANCE:** The **LESSOR** shall provide, at their own expense, insurance for fire and extended coverage covering the demised premises and any personalty owned by **LESSOR** located therein, however, **LESSOR** shall not be responsible for carrying insurance for breakage of glass or window breakage.

3. **DESTRUCTION OF PREMISES:** The **LESSOR** agrees that in the event the demised premises are so damaged by fire or other casualty, and are therefore rendered unfit for use and occupancy thereof, whereby and if the **LESSOR** does not restore the premises to a tenantable condition equal to the original tenantable condition of the premises within a period of ninety (90)

days, the **LESSEE** shall have the option to either terminate the Lease or to make such restoration repairs itself charging the cost thereof against future rent or shall have the right to rent the premises at a reduced rate proportionate to the amount of the percentage of the use available to the **LESSEE**. During the period of such restoration and repair, the rental shall abate proportionately to the use that **LESSEE** is able to make of the demised premises.

OBLIGATIONS OF LESSEE

1. UTILITIES: The **LESSEE** shall pay for all utilities, including gas, telephone, electricity and water and sewer used by the **LESSEE** during the term of this Lease or any extension thereof.

2. INSURANCE: **LESSEE** shall, at their own expense provide insurance for the protection of its property which is located on the premises and for carrying insurance for liability claims which may arise from **LESSEE**'s negligence. **LESSEE** shall specifically carry insurance for such breakage of glass or window breakage, as such repair shall be its sole responsibility during the term of this Lease.

3. LESSEE shall comply with all state and local laws, regulations and ordinances and with all legal recommendations or requests of the Tomah Fire Department.

4. REMODELING OR REDECORATING: It is agreed by the parties hereto that the **LESSEE** may remodel or redecorate the premises (interior and exterior) at its own expense during the term of this Lease with the prior written consent of **LESSOR**.

5. CARE OF PREMISES: **LESSEE** agrees to keep the premises under good repair and reasonably clean at their own expense. The **LESSOR** shall have the right to inspect the premises at all reasonable times.

6. LIABILITY INSURANCE: **LESSEE** shall procure and maintain in force at its expense, during the term of this Lease and any extension thereof, public liability insurance with insurers approved by **LESSOR**. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of Five Hundred Thousand (\$500,000.00) Dollars for each person injured, One Million (\$1,000,000.00) Dollars for any one accident, and Twenty-five Thousand (\$25,000.00) Dollars for property damage. The insurance policies shall provide coverage for contingent liability of **LESSOR** on any claims or losses. A copy of the policy shall be delivered to **LESSOR**. **LESSEE** shall obtain a written obligation from the insurers to notify **LESSOR** in writing at least thirty (30) days prior to cancellation or refusal to renew any policy. If the insurance policies are not kept in force during the entire term of this Lease or any extension thereof, **LESSOR** may procure the necessary insurance and pay the premium therefore, and the premium shall be repaid to **LESSOR** as an additional rent installment for the month following the date on which the premiums were paid by **LESSOR**.

GENERAL PROVISIONS

1. REMOVAL OF FIXTURES: Upon the termination of this Lease or any renewal thereof, the **LESSEE** may remove any fixtures owned by them and placed upon the premises by them other than fixtures installed to replace those presently in the premises, provided, however, that they leave the premises in the same condition of repair and as tenantable as they were at the making of this Lease and prior to the addition of such fixtures.

2. ABANDONMENT OF PREMISES: If **LESSEE** shall abandon or vacate the premises, **LESSOR** may relet the premises for such rent and upon such terms as **LESSOR** may see fit. Any fixtures and/or personal property left on the premises after notice of storage as provided by law shall become the property of the **LESSOR**.

3. DEFAULT: In the event default is made by **LESSEE** in payment of the rent herein reserved, or any part thereof, or in any of the covenants herein contained, and such default shall not be remedied within thirty (30) days after written notice by **LESSOR** to **LESSEE**, then **LESSOR** shall, without further notice, at its option, have the right to re-enter the premises, remove **LESSEE** or any persons holding under the **LESSEE**, and to terminate this Lease, provided, however, that the mention herein of any particular remedy or right shall not preclude or prejudice **LESSOR** from any other remedy or right either in law or in equity.

4. SUBLETTING: **LESSEE** may not assign or sublet this Lease without the written consent of the **LESSOR**.

5. END OF TERM: Upon the expiration or other termination of the term of this Lease, **LESSEE** shall quit and surrender to **LESSOR** the demised premises in good order and condition, ordinary wear excepted, and **LESSEE** shall remove all of its property. **LESSEE**'s obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

6. NOTICE: Any notice required or authorized to be given hereunder may be made by registered or certified mail addressed to **LESSOR** at Tomah, Wisconsin, or addressed to **LESSEE** at 1004 Superior Avenue, Tomah, Wisconsin. Either of said parties may change the mailing address for such notice by advising the other party of such new address by registered or certified mail.

7. LIABILITY OF LESSOR: **LESSEE** shall be in exclusive control and possession of the demised premises. The provisions herein permitting **LESSOR** to enter and inspect the demised premises are made to ensure that **LESSEE** is in compliance with the terms and conditions hereof and makes repairs that **LESSEE** has failed to make. **LESSOR** shall not be liable to **LESSEE** for any entry on the premises for inspection purposes.

8. NONLIABILITY OF LESSOR FOR DAMAGES: **LESSOR** shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the premises by **LESSEE**, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the lease premises during the term of this Lease or any

extension thereof. **LESSEE** shall indemnify **LESSOR** from all liability, loss or other damage claims or obligations resulting from any injuries or losses of this nature and from any business interruption losses sustained by **LESSEE** from any cause whatsoever and hold **LESSOR** harmless for any business interruption losses.

9. ACCESS TO PREMISES; SIGNS POSTED BY LESSOR: **LESSEE** shall permit **LESSOR** or its agents to enter the demised premises at all reasonable hours to inspect the premises or make repairs that **LESSEE** may neglect or refuse to make in accordance with the provisions of this Lease, and also to show the premises to prospective buyers. At any time within one (1) year prior to the expiration of the term, **LESSOR** may show the premises to persons wishing to rent the premises. **LESSEE** shall, within six (6) months prior to expiration of the term, permit the usual notices of "For Rent" and "For Sale" to be placed on the demised premises and to remain thereon without hindrance and molestation.

10. WAIVERS: The failure of **LESSOR** to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights of remedies that **LESSOR** may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

11. LEGAL EFFECT: This Lease shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors and assigns.

12. GUARANTEE OF LESSEE'S PEACEFUL POSSESSION: If and while the **LESSEE** shall and does perform all the covenants herein agreed to be performed by the **LESSEE**, the **LESSOR** shall and does hereby warrant and defend the **LESSEE** in the enjoyment and peaceful possession of said premises during the term of this Lease, or any renewal thereof.

13. AUTHORITY: The undersigned represent they have the authority to execute the Agreement on behalf of the party represented by them, and that such party intends to be legally bound by the provisions herein.

CITY OF TOMAH:

Dated: _____

_____(SEAL)

Michael Murray, Mayor

Dated: _____

_____(SEAL)

Rebecca Weyer, Clerk

KIDS & COMPANY DAYCARE, INC.:

Dated: _____

_____(SEAL)

*, _____, President

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:	Pam Buchda, SDSD
Minutes/staff report attached	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Budget account:	See emails on contract that all members of SET received along with city lawyer. Rental contract of 1004 Building
Fiscal impact:	\$ Income to the senior center
Staff responsible for implementation:	Pam Buchda, SDSD
Economic impact:	Income to senior center
Zoning/rezoning issues:	Shane, Building inspector & Tim, Fire inspector already did inspection visit. Electrician to fix some outlets & put up a new egress/Exit sign by back door.
Supports organizational goals	Yes <input type="checkbox"/> No <input type="checkbox"/>
Questions from SET:	
Grants pursued/opportunity pursued:	N/A

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approve roadway function classification change

**Summary and background information:
(Appropriate documents attached)**

The proposed changes are attached

Fiscal Note:

N/A

Recommendation:

I recommend the City Council approve the changes as proposed.



Director of Public Works & Utilities
Kirk Arity



Date

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.

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

Recommendation from:	<i>Public Works & Utilities Commission</i>
Minutes/staff report attached	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Budget account:	<i>N/A</i>
Fiscal impact:	\$ <i>N/A</i>
Staff responsible for implementation:	<i>Director of Public Works & Utilities / DOT</i>
Economic impact:	<i>Could allow for a higher potential for grant / funding opportunities</i>
Zoning/rezoning issues:	<i>N/A</i>
Supports organizational goals	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Questions from SET:	
Grants pursued/opportunity pursued:	

RECOMMENDED FUNCTIONAL CLASSIFICATION CHANGES

WISDOT Region:	South West (SW)
County:	Monroe
Unincorporated Area:	Tonah
Population:	9,093

Urban Area:

TOMAH

Starting Mileage:

IH	PA	MA	COL	LOC
5.25	7.17	12.61	5.79	60.03

TOTAL
90.85

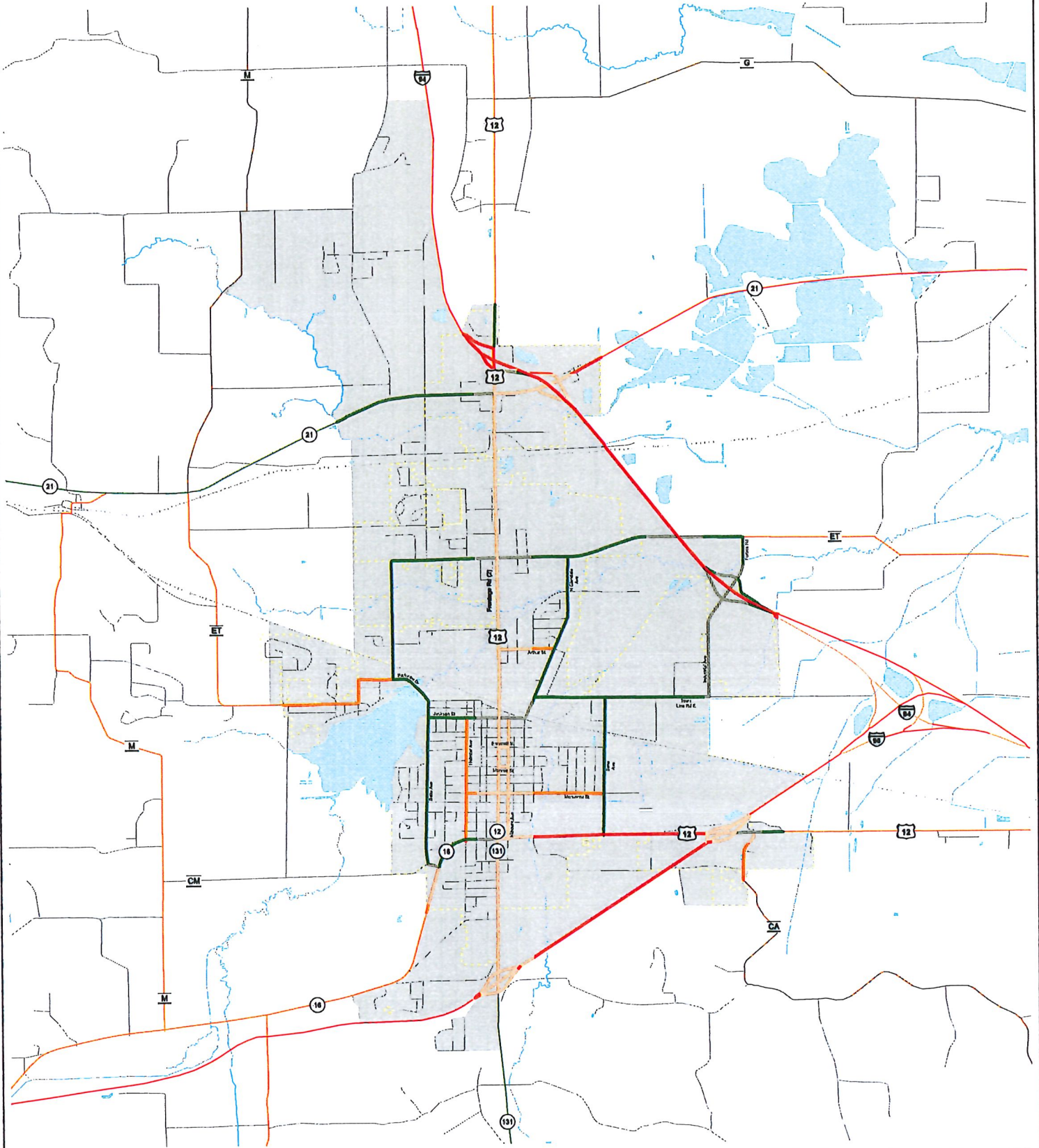
No.	Route	Limits	From	To	IH	PA	MA	COL	LOC	Reason
1	Gopher Ave	STH 16 - STH 131	uLOC to uCOL					0.80	-0.80	Estimated ADT, Land Use (new hospital)
2	USH 12	I-90 - Grant Ave (east end)	uMA to uCOL				-0.34	0.34		Continuity
3	USH 12	I-94 to UAB	uMA to uCOL				-0.30	0.30		Continuity
4	I-94 Ramp	US 12 to I-94 on ramp	uMA to uPA			0.22	-0.22			Continuity
5	Lagrange Ave	STH 21 - Veterans St	uLOC to uCOL					1.20	-1.20	Spacing, estimated ADT (serves several sub-divisions 100+ homes), Land Use (elementary school)
6	Monroe St	USH 12 - Kilbourn Ave	uCOL to uLOC					-0.07	0.07	Low ADT (400), Land Use (just a few on street parking spots along this section, main access on Kilbourn)
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										

Change:	0	0.22	-0.86	2.57	-1.93
End Mileage:	5.25	7.39	11.75	8.36	58.1
End %:	5.8%	8.1%	12.9%	9.2%	64.0%

derivable range 4% - 11% 7% - 14% 3% - 10% 62% - 74%

TOMAH

Functional Classification 7/17/07



Legend

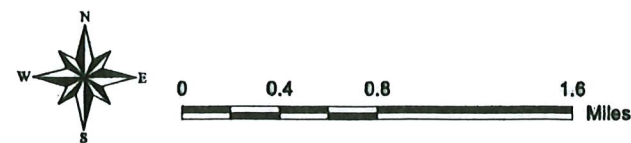
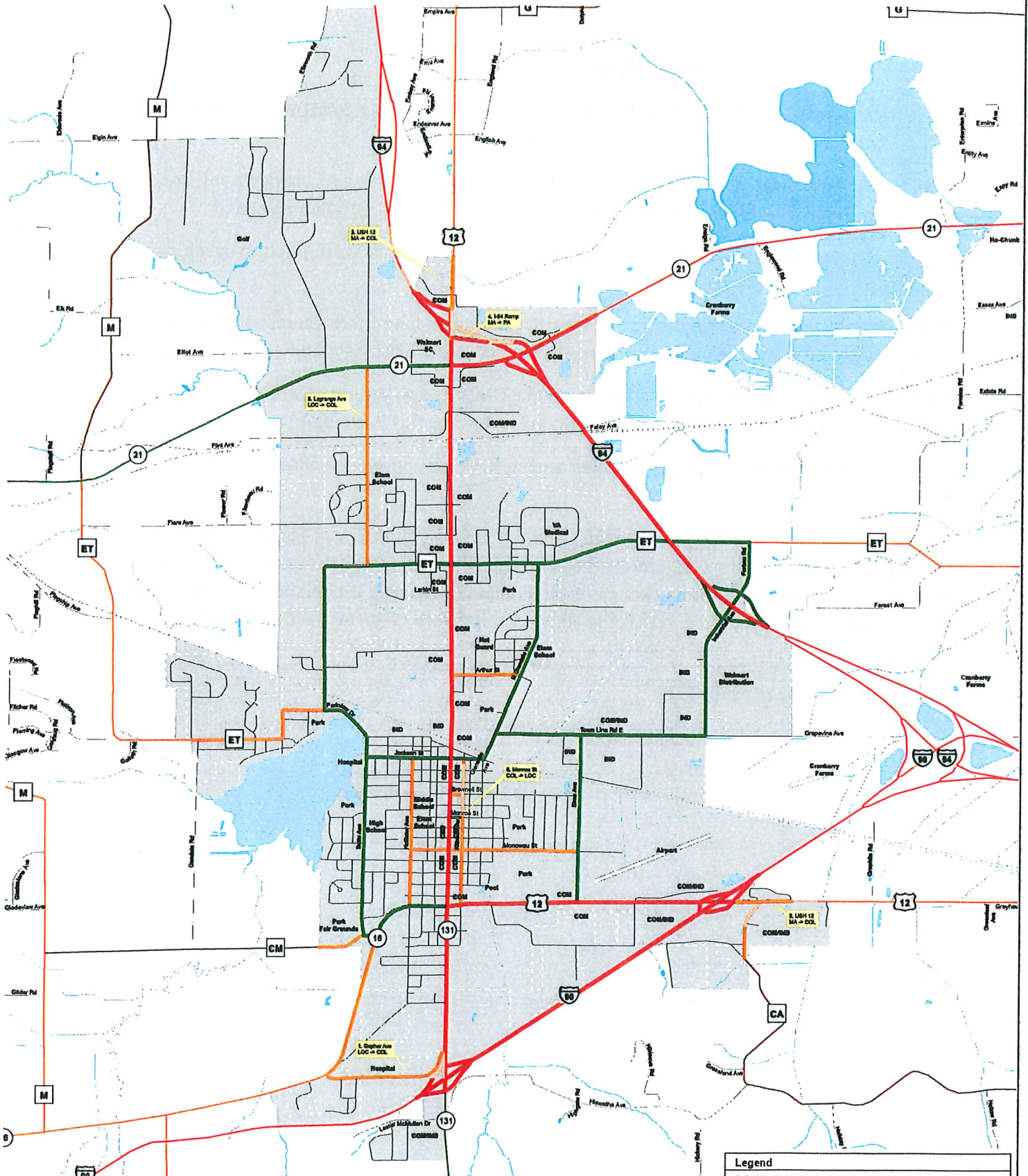
Existing	Planned*	Other
Principal Arterial	Minor Arterial	Railroads
Collector	Local	Lakes, Rivers, Streams
		City and Village Boundary
		Urbanized Area
		Other surrounding urbanized areas
		Rural Area
		County Boundary

* NOTE: All planned route locations are approximations only.

The information on these maps and produced from these maps was created for the official use of the Wisconsin Department of Transportation (WisDOT). Any other use, while not prohibited, is the sole responsibility of the user. WisDOT expressly disclaims all liability regarding the use of the information for other than official WisDOT business.

TOMAH

Functional Classification - DRAFT



Legend

Existing

Planned*

Principal Arterial

Minor Arterial

Collector

Local

Other

Railroads

Lakes, Rivers, Streams

City/Village Boundary

Urban (ized) Area

Other surrounding urban (ized) area

Rural Area

County Boundary

*NOTE:
All planned route locations are approximations only.

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RESOLUTION NO. _____**A RESOLUTION AUTHORIZING A CHANGE TO THE CITY OF TOMAH ROADWAY FUNCTIONAL CLASSIFICATION**

WHEREAS, the Wisconsin Department of Transportation conducts periodic reviews and updates to the functional classification system of roadways across the state of Wisconsin; and

WHEREAS, the Federal Highway Administration has issued guidance related to the development of functional classification of roadways; and

WHEREAS, the Wisconsin Department of Transportation has submitted recommended changes to the functional classification system of roadways in the City of Tomah; and

WHEREAS, the changes proposed to the functional classification system of streets in the City of Tomah are shown in the change list, as shown in Exhibit 1 to this Resolution; and

WHEREAS, after review by the City Engineer and staff, the proposed classification changes have been found to be justified.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Tomah, Monroe County, Wisconsin that the City informs the Wisconsin Department of Transportation that the roadway functional classification changes as outlined in the change list, as shown in Exhibit 1 to this Resolution are approved and that the above actions were taken by the Common Council of the City of Tomah.

Dated this 19th day of April, 2022.

Michael Murray, Mayor

ATTEST:

Rebecca Weyer, City Clerk

PUBLIC WORKS AND UTILITIES COMMISSION MINUTES

The Public Works and Utilities Commission met in regular session on Wednesday, March 23, 2021 at City Hall and by Zoom. Lamont Kiefer called meeting to order at 5:30 PM.

Roll call was taken with Commissioners: Lamont Kiefer, Dean Petersen, John Glynn, Brian Rice and Mayor, Mike Murray, present. Adam Gigous arrived at 5:45 PM. Quorum present. Also present, Director Kirk Arity, Brandy Leis, Mark Rezin, Bill Kobleska, Greg Droessler from Town & Country Engineering and Building Inspector Shane Rolff. Absent: Bruce Peth

Motion by Mayor Murray, seconded by Rice, to approve minutes from the previous meeting. All ayes. Motion passed.

Airport update: Working on Airport Layout Plan. Everything is looking good around the airport.

Motion made by Glynn, seconded by Mayor Murray to approve a school loading/unloading zone for a handicap bus at 612 N Glendale Ave. All ayes. Motion passed.

Several homeowners were present to speak about the upcoming street & utility project in 2022. The area of Charles Dr, Brandon St, Lakeside Dr. etc. Nathan Jungmeyer of 1100 Charles Dr. gave a presentation, representing many of the homeowners. They would like to see a bicycle lane/shared lane for pedestrians put in instead of sidewalk, curb and gutter. See attached letter for more information.

A motion was made by Mayor Murray, seconded by Gigous, to approve a street closing at the 100 Block of East Juneau St. All ayes. Motion passed.

A motion was made by Mayor Murray, seconded by Petersen to recommend to City council, a change in Section 38-35, Street Reconstruction, in the City of Tomah ordinances. The recommendation is to include the wording, "and when fronting upon parcels within the city limits and/or create a continuation of sidewalk to be determined by the Public Works Commission." All ayes. Motion passed. Cost of sidewalk will be frozen at time of installation and assessed when property is sold. City will not be able to enforce shoveling of the sidewalk.

A motion made by Mayor Murray, seconded by Gigous to adopt the fire code as presented. All ayes. Motion passed.

A motion was made by Petersen, seconded by Gigous to approve the recommended changes for the roadways functional classifications and to send to Council for their approval. All ayes. Motion passed.

A motion was made by Mayor Murray, seconded by Petersen to award the concrete bid to Wolf Construction. The Public Works Commission reserves the right to have the concrete bids rebid, if Wolf Construction costs rise above the second place bid, if they (Wolf Construction) feels the need to adjust their prices during 2022 season, per their disclaimer. All ayes. Motion passed.

A motion was made by Petersen, seconded by Rice to award the bid for the 2022 Street and Utility Improvements project to Gerke Excavating (only bid). All ayes. Motion passed.

Motion by Mayor Murray, seconded by Petersen to approve Change Order #2 as presented. All ayes. Motion passed.

Building Code/Violation report was presented by Rolff.

Motion by Mayor Murray, seconded by Gigous, to approve payment of the monthly water utility bills as presented. All ayes. Motion passed.

Motion by Mayor Murray, seconded by Gigous, to approve payment of the monthly sewer utility bills as presented. All ayes. Motion passed.

Sewer Dept. – The last load was brought in from Ft McCoy, the process was very clean. Stainless steel gates were put in. Painting the wash bay. Sludge auger is being checked out. Will be helping Monroe County with leach line. Pumping 1.1 million a day.

Water Dept.-Daily-pumping one million gallons a day. Error was found in billing system due to the manufacturer of the meters. Meters were only reading 1/10 of the water used. About 42 residences were effected. They were sent letters explaining, all were understanding. Majority of meters were reprogramed through the radio system. Office staff was trained on how to read the meters. The recommended PFAS is 70 parts per trillion in the water system. The National Guard will be testing at the Armory and informing the water department what their findings are. The frost is almost gone. Disconnects happened today.

Street Dept. - Street sweeper was out. Pulled several beaver dams out of the ditch by the airport. New hoist has been installed at the shop. Pressure washing the yellow flacking paint off the curbs so the new paint sticks and looks better. Two people are continuing to work on the remodel at City Hall.

Directors Report- Working on cyber security upgrade for sewer and water. Checking street lights, tightening bolts and changing brackets. The EPA was here for the five-year inspection at the superfund site. Everything looks good there.

Motion made by Gigous seconded by Rice to adjourn. All ayes. Motion passed. Meeting adjourned at 8:07 PM.

Submitted by:

Date:

Kimberly Lambert

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Election Tally for the April 5, 2022 Spring Election

Summary and Background Information

Total votes cast at the April 5, 2022 election were 928 which is 20.77% of the 4,469 registered voters. There were 230 absentee ballots and 37 Election Day registrations.

Court of Appeals Judge District 4

Brian Blanchard	743
Scattering	8

Monroe County Circuit Court Judge Branch 2

Mark L. Goodman	766
Scattering	10

Monroe County Supervisor District 2

David Pierce	0
Scattering	0

Monroe County Supervisor District 9

Todd R. Sparks	107
Scattering	2

Monroe County Supervisor District 11

Adam Balz	150
Scattering	1

Monroe County Supervisor District 12

Eric Devine	25
Write-ins	10

Monroe County Supervisor District 13

Remy Gomez	214
Scattering	12

Tomah Mayor

Remy Gomez	360
Michael Murray	548
Scattering	9

Tomah Alderperson District 2

Richard Yarrington	37
Scattering	1

Tomah Alderperson District 4

Shawn Zabinski	56
Scattering	0

Tomah Alderperson District 6

Lamont Kiefer	142
Scattering	10

Tomah Alderperson District 8

Dean Peterson	144
Scattering	3

Tomah Area School District Board Member

Pam Buchda	518
Wayne J. Kling	92
Catey Rice	518

James C. Newlun
Scattering

488
9

Recommendation:

It is requested the Common Council approve the election tally report for the April 5, 2022 Spring Election.

Becki Weyer

Becki Weyer, City Clerk

04/13/2022
Date

Committee: Common Council

Meeting Date(s): April 18 and April 19, 2022