



AGENDA FOR COMMON COUNCIL

MEETING NOTICE

A Common Council meeting will be held on **Tuesday, November 10, 2020 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. AND ADJOURN AT 6:15PM FOR THE LAKE PROTECTION AND REHABILITATION DISTRICT ANNUAL MEETING AND RECONVENE TO THE REGULAR COUNCIL MEETING AT 6:30. THE COUNCIL WILL RECONVENE TO CLOSED SESSION IMMEDIATELY FOLLOWING THE REGULAR SESSION IF NEEDED *****

NOTE: The Mayor, Alderpersons, City Clerk, City Attorney, Department heads, and news media will gather in the Council Chambers. Due to COVID-19 safe distancing procedures, other members of the public are requested to join the Zoom meeting as indicated below prior to the 6:30 open session.

VIA TELECONFERENCE

November Council Meeting

Time: Nov 10, 2020 06:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/7689466740?pwd=dEdLR2hXK0ZYmK1qNU5vNFJwMzdSZz09>

AGENDA:

CALL TO ORDER – PLEDGE OF ALLEGIANCE – ROLL CALL

Adjourn to Closed Session Pursuant to State Statute 19.85(1)(c) and (e) to Confer with Legal Counsel Regarding Personnel Issues and Negotiation of the Purchase of Public Properties
Anyone Desiring to Appear Before the City Council

APPOINTMENTS:

- A. [Appointment of Alderperson for District 5 to Fulfill the Remaining Term of Travis Scholze, Term Ending April 2021 - Oath of Office](#)
- B. Appointment of Board of Review Member to Fulfill the Remaining Term for Travis Scholze with the Term Expiring April 2021
- C. Appointment of Member of the Joint City/School Planning Committee to Fulfill the Remaining term of Travis Scholze with the Term ending April 2021
- D. Appointment of Long Range Planning Committee Member to fulfill the term of Travis Scholze with the Term Ending April, 2021
- E. Appointment of Member of Public Works & Utility Commission to Fulfill the Remaining Term of Travis Scholze with the Term Ending April, 2021
- F. Appointment of City Administrator and Establishment of Wage and Benefits

PUBLIC HEARING: 2021 Budget Hearing

- A. [Resolution to Authorize the 2021 Budget and to Approve the 2021 Tax Rate](#)

Common Council – November 10, 2020

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 October 13, 2020](#)
- B. [Approval of Minutes from October 19, 2020](#)
- C. [Approval of Minutes from October 20, 2020](#)
- D. [Approval of Minutes from October 21, 2020](#)
- E. [Budget Transfer Request to Transfer funds from the Administrator Budget to the Clerk Budget for New Clerk Training Time](#)
- F. Cash and Investment Reports for October
- G. [Secondhand Article Dealer License Application for Steel Neal's Welding & Creations](#)

REPORTS

Mayor

City Clerk

1. [Election Tally Report for the November 3, 2020 General Election](#)
2. [City Clerk Monthly Report](#)

Library

Senior & Disabled Services

1. [Senior & Disabled Services Report](#)

Chamber/Convention & Visitors Bureau

Building Inspector Report

Committee of the Whole

1. [IT Managed Services](#)
2. [Authorization to apply for Wisconsin DNR Recreational Boating Facilities Grant](#)
3. [Resolution Authorizing Payment Of Monthly Bills](#)
4. [Award Bids for Recreation Park Old Grandstand Roof Repair](#)
5. [Authorization for Ambulance Fee Increase for 2021](#)

GENERAL:

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 JoAnn Cram, City Clerk, at 819 Superior Avenue, Tomah, WI 54660.

10/27/2020

819 Superior Ave
Tomah, WI 54660

Dear Becki:

I am writing to express my interest in the open District 5 City Council position. I feel my skill set and experience sitting on the Council and several committees would make me a great candidate to fill the position. Thank you for your consideration and I look forward to meeting with you and the Council in the near future.

Sincerely,

Travis Scholze

Travis Scholze

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Resolution to approve the 2021 Budget and establish the tax rate for the City of Tomah.

Summary and Background Information:

(Appropriate Documentation Attached)

The 2021 Budget is ready for your approval. The following changes were made after the budget meetings.


Increase to Reserved for Contingencies to utilize the extra funds available in the Expenditure Restraint Limit.	\$15,750
Increase in Account Special Services for Financial Planning	\$9,700
Decrease in Public Safety for adjustment to Code Enforcement	(\$3,471)
Decrease in Planning for professional services	(\$7,500)
Increase in Capital Projects for City Hall HVAC	\$200,000
Decrease in Ambulance Overtime for overstatement	(\$454,950)

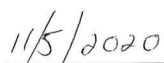
The grant for \$250,000 was removed from Capital Projects because the entire project was funded through borrowing. If funds are received, less will be borrowed or not borrowed for at all.

The City Property Tax Levy amount is \$5,675,144. The tax rate is \$8.38 per thousand of value.

Recommendation:

Approve the 2021 Budget and Establish the 2021 Tax Rate for the City of Tomah.


Julia Mann, Treasurer


Date

A RESOLUTION ADOPTING THE 2021 BUDGET
AND ESTABLISHING THE TAX RATE
RESOLUTION # _____

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

WHEREAS, the Common Council has considered a Budget for 2021 as prepared by the City Treasure and Department Staff, and

WHEREAS, the City Council held a public hearing on the 2021 Budget as required, and

WHEREAS, the 2021 Budget requires a Tax Levy to finance in part the appropriations.

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

1. Budgeted revenue estimates and expenditure appropriations for the year 2021 for the City of Tomah are hereby adopted per the summary below and as set forth in the budget document:

	2019 ACTUAL	2020 BUDGET	2020 6 MOS. ACTUAL	2020 PROJECTION	2021 COUNCIL PROPOSED	2021 ADOPTED
Expenditures:						
* General Fund	7,099,313	7,713,503	3,357,216	7,204,204	7,901,311	7,917,061
Lake District	26,860	111,160	49,526	67,797	65,440	65,440
TIF #8	5,175,410	592,152	1,807,399	1,960,589	1,025,287	1,025,287
TIF #9	5,396	545,382	531,355	1,032,104	175,015	175,015
TIF #10	1,665,359	244,000	98,330	98,330	468,315	468,315
* Debt Service	2,873,007	2,675,575	2,038,251	4,185,419	2,658,074	2,658,074
* Capital Projects	832,957	2,668,600	451,997	1,354,253	8,249,754	8,249,754
Ambulance	4,231,543	3,850,599	1,999,255	4,005,059	3,658,593	3,658,593
Community Development Block Grant	134,842	171,317	19,825	171,264	31,492	31,492
Grants & Donations	56,885	10,000	17,932	26,491	8,500	8,500
* Industrial Development Fund	5,272	5,700	16,063	20,000	5,700	5,700
* Library Trust	490,476	517,137	241,424	501,747	572,159	572,159
* Mass Transit	629,897	723,132	187,682	674,414	632,620	632,620
* Senior & Disabled	117,654	134,269	104,131	177,586	134,466	134,466
Tourism	510,244	675,300	391,628	611,873	480,600	480,600
Water Utility	2,722,924	1,528,011	807,016	1,892,834	1,985,974	1,985,974
Sewer Utility-WWTP/Sanit.Sewer	1,936,456	2,306,762	564,655	1,833,184	1,875,095	1,875,095
Total Expenditures (All Funds)	28,514,496	24,472,599	12,683,686	25,817,147	29,928,395	29,944,145
Net Expenditures (City Levy Impact)	12,048,576	14,437,916	6,396,764	14,117,623	20,154,084	20,169,834

Total Indebtedness as of 12/31/2020:

General Obligation Debt	18,290,001
Water Mortgage Revenue Bonds	2,305,041
	<u>20,595,042</u>

	2019 ACTUAL	2020 BUDGET	2020 6 MOS. ACTUAL	2020 PROJECTION	2021 COUNCIL PROPOSED	2021 ADOPTED
Revenues						
* General Fund	4,009,137	3,928,610	904,500	3,885,707	4,008,466	4,008,466
Lake District	247,240	111,160	65,805	66,681	65,440	65,440
TIF #8	2,353,444	592,151	2,075,324	2,094,180	1,025,287	1,025,287
TIF #9	500,000	545,382	584,260	584,260	175,015	175,015
TIF #10	1,930,843	244,000	584,383	584,383	468,315	468,315
* Debt Service	1,660,581	1,245,774	2,790,187	3,167,700	1,308,242	1,308,242
* Capital Projects	94,288	2,668,600	1,572,180	1,573,770	8,249,754	8,249,754
Ambulance	4,093,324	3,850,599	1,922,633	4,068,324	3,658,593	3,658,593
Community Development Block Grant	85,662	236,903	15,699	205,300	50,200	50,200
* Grants & Donations	57,338	10,000	0	4,880	8,500	8,500
* Industrial Development Fund	5,700	0	0	0	0	0
* Library Trust	206,154	223,410	181,582	191,447	277,513	277,513
* Mass Transit	615,078	678,132	171,537	701,380	587,620	587,620
* Senior & Disabled Services	61,158	77,939	31,925	59,804	63,095	63,095
Tourism	626,672	675,300	89,791	334,022	480,600	480,600
Water Utility	2,117,029	2,183,400	1,269,056	2,221,687	2,203,226	2,203,226
Sewer Utility-WWTP	1,732,469	1,759,407	913,585	1,489,153	1,567,137	1,567,137
Total Revenues (Without Levy)	20,396,116	19,030,768	13,172,446	21,232,678	24,197,003	24,197,003
Net Revenue	6,652,095	8,822,466	5,651,911	9,579,809	14,494,690	14,494,690
General Fund Balance Applied	0	0	0	0	0	0
Subtotal	6,652,095	8,822,466	5,651,911	9,579,809	14,494,690	14,494,690
City Property Tax Levy	4,834,913	5,615,451	3,032,767	3,032,767	5,659,394 0.78%	5,675,144
Total Revenue	25,231,029	24,646,218	16,205,213	24,265,445	29,856,397	29,872,147
Assessed Value	652,619,450	657,505,500			677,536,200	677,536,200
Tax rate per \$1,000	7.41	8.54			8.35	8.38
* Requires City Tax Levy						

2. The property Tax Levy required to finance the 2021 Budget is \$5,675,144 and the Tax Rate to be established at \$8.38 per \$1,000 of assessed property value.

Requested by: Julia Mann, Treasurer

Introduced by:

Dated: _____

Michael Murray, Mayor

READ: _____

PASSES: _____

JoAnn M. Cram, City Clerk

The **COMMON COUNCIL** of the City of Tomah met in **REGULAR SESSION** October 13, 2020 at 6:00 p.m. with Mayor Mike Murray presiding in the Municipal Building, 819 Superior Avenue, Tomah WI. Due to COVID-19 concerns, the General Public was able to access the meeting as follows:

Zoom Meeting at:

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

Meeting ID: 768 946 6740 Password: Tomah2020

or

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

Meeting ID: 768 946 6740 Password: 546782713

Following the Pledge of Allegiance, roll call was taken with the following members present: Mike Murray, Donna Evans, Lamont Kiefer, Dean Peterson, Jeff Cram, Richard Yarrington, Shawn Zabinski and Adam Gigous. The 5th Aldermanic seat is vacant. Absent: None. Quorum present. Also present: Town of Tomah Chairman Howard Hanson, Town of LaGrange Chairman, John Guthrie, Town of Byron Chairman, Allan Bernhardt, Town of Greenfield Chairman Dave Pierce, City Attorney Penny Precour, City Clerks JoAnn Cram and Becki Weyer. Gregg Hagen videotaped the meeting.

Motion by Kiefer second Evans by to adjourn to Closed Session Pursuant to State Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties and (g) Conferring with legal counsel with respect to potential litigation, and 19.85(1)(c) Regarding Personnel Issues. Motion passed without negative vote. Adjourned to closed session at 6:02 p.m. Meeting reconvened to Open Session pursuant to State Statute 19.85(2) at 6:32 p.m.

Anyone Desiring to Appear Before the City Council.

Request for Review and Recommendation from the Ambulance Commission Regarding Increase in Per Capita Rate for Tomah Area Ambulance Service

Motion by Yarrington, second by Evans to increase the time limit from three to five minutes for each speaker. Motion passed without negative vote

The chairpersons for the Town of Tomah, Byron, La Grange, and Greenfield appeared to discuss the proposed Ambulance/Fire Department building per capita fee changes. John Guthrie, Town of LaGrange Chairman brought up the concerns about the need for the size of proposed building and amount of space that will be utilized by not just the Ambulance Department, but also the Fire Department, and the outlying areas are being asked to pay for more than they should. Guthrie asked the Council to look at the numbers again.

Howard Hanson, the Town of Tomah Chairman brought up the concern of paying for the large size of the building and the fact the building will be shared by the Fire Department. Hanson advised it would create a financial hardship for the outlying townships. He also brought up the concern that there is no building as of now, and no land has been purchased. Hanson requested that the services and operating costs of the Ambulance service be reviewed annually with the Ambulance Commission and the outlying townships. Hanson read a letter written by Greg Zingler from the Town of Lincoln expressing similar sentiments.

Al Bernhardt, Chairman from the Town of Byron reiterated the concerns of Guthrie, Hanson, and Zingler about the percentages the outlying townships would be required to pay considering the percentage of the proposed building that would be dedicated to the Fire Department. Bernhardt expressed concern about the billing, and requested the outlying townships be involved in annual meetings to discuss future increases and services.

Dave Pierce from the Town of Greenfield echoed the sentiments of the other townships, and the financial hardship the proposed increase would create for the Town of Greenfield.

The council posed the question regarding debt obligation for the proposed building. Mayor Murray responded that there are no finalized numbers, only estimates at this time. Discussion ensued on the billing breakdown from the outlying townships. Public Safety Director/Fire Chief Adler explained how the Ambulance Service loses revenue due to Medicaid and Medicare insurance. Chief Adler presented a map of the proposed building and addressed the bays used for the Fire Service and presented how most of the proposed building would be utilized by both the Ambulance and the Fire Departments.

Alderman Kiefer addressed the need for the new facility due to the condition of the current Ambulance building and the turnover in the Ambulance service. Kiefer recommended a potential smaller incremental increase to help ease the burden for the outlying areas and the city.

Mayor Murray addressed the future decrease in revenue due to the Tomah VA moving to Medicare insurance payment rates, and the increased array of services offered to the community compared to when the Tomah Ambulance Service was only an EMT service, and how the Ambulance Service is not being compensated properly for the increased services.

Discussion ensued on the rates of the surrounding city Ambulance service rates, and the potential of losing business due to an increase. Alderman Evans addressed the need for sharing more information with all parties utilizing the Ambulance Service.

Motion by Yarrington, second by Zabinski to authorize the per capita increase by \$3.00 per year for three years. Yarrington and Zabinski voted aye. Nay votes: Peterson, Evans, Kiefer, Cram, Gigous. Motion did not pass.

Discussion ensued on the previous discussions on the importance of reviewing the increase annually. Alderman Yarrington brought up the fact that the City of Tomah has an easier time absorbing the increased costs to per capita increases.

Motion by Kiefer, second by Cram to authorize the per capita increase by \$5.00 for 2021 with further review for an additional increase for future years. Peterson, Kiefer, Gigous and Cram voted yes. Nay votes: Yarrington, Zabinski, Evans. Motion passes.

Consent Agenda Items.

Motion by Kiefer, second by Yarrington to approve the following Consent Agenda items. Motion passed without negative vote

- A. Approval of Minutes from the Council Meeting on September 08, 20200
- B. Approval of Minutes from the Council meeting on September 21, 2020
- C. September Cash and Investment Reports
- D. Budget Amendment Police Department Leads Grant
- E. Application for Special Event Outdoor Cabaret License for the Greater Tomah Area Chamber of Commerce to host their event "Tomah Chamber Night Market" on October 29, 2020 at the Recreation Building at Rec Park
- F. Application for Special Beer and Wine Permit for the Tomah Lions Club for the event "Tomah Chamber Night Market" on October 29, 2020 at the Recreation Building at Rec Park
- G. Approve the Public Safety Director/Fire Chief Job Description after changing the title from Public Safety Director to Public Safety Director/Fire Chief and changing the title throughout the job description for consistency, as well as adding the following language under the Knowledge, Skills, and Abilities section of the job description to include "Knowledge and experience working with Ambulance Commissions," and "Knowledge of the roles of first responders, EMTs and paramedics.
- H. Job Description for Deputy Ambulance Chief
- I. Job Description Deputy Fire Chief

Appointments:

Kiefer Nominated Jeff Cram and Donna Evans nominated Lamont Kiefer for vice-president of the Council. No other nominations.

Motion by Yarrington to close the nominations. Motion passed without negative vote. Lamont Kiefer is duly elected Council President.

Motion by Kiefer Second by Evans to appoint Deb Chesser to the Historic Preservation Commission to fulfill the remaining term of Frank DiBenedetto with the term expiring April, 2022. Motion passed without negative vote.

Motion by Gigous second by Evans to appoint Jeff Cram to the Convention & Visitors Bureau Board of Directors Steering Committee to Fulfill the Remaining Term of Travis Scholze With the Term Expiring April 2021. Motion passed without negative vote.

No Action needed for appointment of Duane Chapman to the Lake Committee to fulfill the term of Blaine Meyer with the term expiring April of 2020 as action was taken in August Council meeting.

REPORTS

Mayor

There is a vacancy notice that has been posted for the Alderperson for District 5. This vacancy is effective with the October 13th Council meeting. This appointment will expire in April 2021 at

which time there will be an Election for a two-year term. Letters of interest should be submitted to the Office of the City Clerk, City of Tomah, 819 Superior Avenue, Tomah, WI 54660. Letters must be received no later than Tuesday, November 3rd, 2020 with the appointment being made at the November 10th Common Council meeting. A reminder to all to use caution during the Halloween holiday and with upcoming harsh weather. Received a letter from a resident from the City of Sparta thanking the City of Tomah and the Parks and Rec Department for making the pool available this summer.

City Clerk

The City Clerk's office provided a written report with an election update, open enrollment for the City, and reminders of the budget workshop on October 19th and October 20th.

Parks and Recreation Department

Director Protz provided that this Saturday will be the last day for Rec football, and that the indoor programs are still on hold due to Covid-19. The leak has been found in the main line that drains the pool at the Aquatic Center and we are waiting for a quote to repair the leak. The Recreation Park Hockey Ice center program has begun. Activities also continue at the Rec building (weddings, gun show.) Oct 22nd is the bid deadline for the grandstand repair at Rec Park.

The City is currently accepting quotes for the restoration the Boy Scout cabin A question was posed to Dir. Protz if any Covid-19 cases were traced back to usage of the pool and Dir. Protz replied no.

City Treasurer

Treasurer Mann provided that the budget will be ready shortly. Ehlers will be presenting the City's capital plan and how the debt service correlate to each other. This will be one of the first items on the budget agenda next Monday night, 10/19/2020.

Library Monthly Report.

Library Director Keller advised that 1385 items were checked out using e-books. Dir. Keller encouraged all to visit the Tomah Public Library website to browse the selection of books available and gave credit to Mr. Dave to start a browsing library on the Tomah Library website: tomahpubliclibrary.org. The library will pull the books for you for pickup. All new books are listed on the website. The adult lists are currently under construction. The Library would like to start a patron favorite list, so call the library with your favorites to add them to the list.

Senior & Disabled Services

Senior & Disabled Services Coordinator Pam Buchda provided a monthly written report. The June newsletter is available. The Senior Center is still open, although some groups are sheltering at home now. The annual Art & Craft fair will be on 11/21/2020 at 9:00 a.m. to 3:30 p.m. There have been a lot of questions about Trick or Treating for the City – times should be from 4pm-6pm on Halloween October 31st. There is a Facebook page called Tomah Senior Center, please visit the site and hit Like on Facebook.

Planning & Building Inspection

Shane Rolff provided a written report.

Chamber/Convention & Visitor's Bureau Monthly Report. Ex. Director Thompson shared the Holiday Parade will be held in conjunction with the Holiday Lights. The Tomah Chamber will be hosting the Night Market on October 29th at the Recreation building at Rec Park for those looking to start their holiday shopping. The Chamber is working on careful budgeting due to Covid-19. There have been numerous phone calls to the Chamber with questions on ATV routes and regulations.

Committee of the Whole

Resolution Disallowing Claim of Roger Gorius

Motion by Kiefer second by Cram to approve the resolution Disallowing the claim of Roger Gorius as presented. Motion passed without negative vote.

RESOLUTION NO. 2020-10-13-30

RESOLUTION DISALLOWING CLAIM OF ROGER GORIUS

WHEREAS, a Notice of Claim was filed against the City of Tomah alleging breach of contract; and,

WHEREAS, on October 12, 2020 the Committee of the Whole reviewed the same and has recommended that said claim be disallowed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Tomah that the claim of Roger Gorius be and is hereby disallowed.

Dated this 13th day of October, 2020.

Michael Murray, Mayor

Attest: JoAnn M. Cram, City Clerk

Resolution Authorizing Payment of Monthly Bills

Motion by Kiefer second by Cram to approve the resolution for the payment of monthly bills for September. Motion passed without negative vote.

RESOLUTION NO. 2020-10-13-31

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	\$465,727.28	Check #'s 128377-128420, 128451-128597
2. Payroll	\$247,096.31	Direct Deposit #'s 61112-61358
3. Wire Transfers	\$33,448.08	
4. Invoices	\$40,782.19	Check #'s 128421-128450
Total:		\$787,053.86

Dated this 13th day of October, 2020.

Michael Murray, Mayor

Attest: JoAnn M. Cram, City Clerk

Review and Recommendation on Amendments to Municipal Ordinance Section 52-209 Fences and Hedges, First Reading, Second Reading, and Adoption

Tabled at Committee of the Whole, no action taken.

Review and Recommendation regarding proposed amendments to Sections 52-14, 52-34, 52-40 & 52-80 of the City of Tomah Zoning Ordinance, First Reading, Second Reading, and Adoption

Motion by Zabinski second by Evans to waive the first verbatim reading of the ordinance amending sections 52-14, 52-34, 52-40 & 52-80 of the City of Tomah Zoning Ordinance. Motion passed without negative vote.

Motion by Gigous, second by Kiefer to waive the second verbatim reading of the ordinance amending sections 52-14, 52-34, 52-40 & 52-80 of the City of Tomah Zoning Ordinance. Motion passed without negative vote.

Motion by Cram second by Evans to adopt the proposed amendments to Sections 52-14, 52-34, 52-40 & 52-80 of the City of Tomah Zoning Ordinance. Motion passed without negative vote.

ORDINANCE NO. 2020-10-13-D

Ordinance Amending Chapter 52, Sections 52-14, 52-34, 52-40, and 52-80 of the City of Tomah Municipal Code Regarding Definitions, Residential Districts and Schedule of Regulations

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

SECTION ONE: Chapter 52 – Section 52-14 Definitions of the Municipal Code is hereby amended to read as follows:
Sec. 52-14. - Definitions.

Dwelling, two-family, (Duplex) means a building designed, arranged or used for and occupied exclusively by two families living independently of each other.

Zero lot line, means a lot created with no side yard setback on one side of the lot to create a shared building envelope between two lots sharing a single structure. The shared building envelope shall only be used to build or divide a duplex where the common wall between the two lots is built, or determined to be, the common boundary line between the two separate attached single-single family lots. Zero lot line land divisions require City approval of a Certified Survey map.

SECTION TWO: Chapter 52 – Section 52-34 (a)(3) and (b)(2) Residential districts is hereby amended to read as follows:

(a) *R-1 single-family residential district.*

(1) *Established. The R-1 district is established to delineate areas now developed with one-family detached dwellings and to delineate adjoining areas presently undeveloped or in agricultural usage likely to be developed for single-family use.*

(2) *Principal use. One-family dwellings except manufactured homes. Manufactured homes are permitted in the R-4 and R-5 districts only.*

(3) *Conditional uses. Home or office occupation, government and cultural, utilities, and agricultural use pursuant to section 52-82(8).*

(4) *Lot, building, yards. See schedule of regulations, section 52-40.*

(b) *R-2 one- and two-family residential district.*

(1) *Established. The R-2 district is established to delineate certain areas of land, both developed and undeveloped, with peculiar characteristics, such as presently existing one- and two-unit dwellings, proximity to commercial development or proximity to major streets and because of a probable continued demand for such dwelling accommodations which are well-designed, pleasant places in which to live.*

(2) *Principal uses. One- and two-family dwellings, zero lot line dwellings, and all uses permitted in the R-1 district.*

(3) *Conditional uses. Public and quasi-public uses, planned residential developments, noncommercial meeting halls, nursing homes, home occupations, professional home offices, recreational uses and multifamily dwellings.*

(4) *Lots, buildings, yards. See schedule of regulations, section 52-40.*

SECTION THREE: Sec. 52-40. - Schedule of regulations is hereby amended to read as follows:

Following is the schedule of regulations as they apply to each zoning district:

SCHEDULE OF REGULATIONS

Zone	Lot Requirements		Minimum Yard Requirements (Ft.)			Principal Buildings		Accessory Buildings		Maximum Building Height		% Max. Lot Coverage	Min. Lot Area Per Dwelling	Use
	Area in Sq. Ft.	Frontage in Ft.	Front	Each Side	Rear	Each Side	Rear	Stories	Feet					
R-1 Residential	7,200	60	(h) 25	(c) 10	(i) 30	(c) 3	3	2	30	30	7,200	1-family dwelling		
R-2 Residential	7,200	60	(h) 25	(c) 10	(i) 30	(c) 3	3	2	35	40	3,600	2-family dwelling		
R-3 Residential	7,200	60	(h) 25	(c) 10	(i) 20	(c) 3	3	3	40	60	1,800	Multi-family dwelling		
B Business	(a) 3,000	20	None	(d) None	(d) 10	None	10	3	45	95	—	General business		
B-2 Business	20,000	100	50	25	30	10	10	3	45	50	—	Highway business		
M-1 Industrial	20,000	100	25	(e) 15	(e) 20	10	10	3	45	50	(b)	Limited industrial		
B-1 Office Business	10,000	75	25	15	10	10	10	3	45	75	—	Office business		
R-6 Zero Lot Line	7,200	50	25	(c) 10	30	(c) 3	3	2	30	40	3,600	Duplex; single family dwelling		

SECTION FOUR: Section 52-40 is hereby created to add (j) as follows:

(j) 0 feet on side of common wall with adjacent structure. Opposite interior side-yard setback shall be 10 feet.

SECTION FIVE: Sec. 52-80(2)b and 52-80(2)d- Residential uses are hereby amended to read as follows:

2) The following special provisions shall be complied with (see schedule of regulations, section 52-40):

- a. Clubs, fraternities, lodges and meeting places of a noncommercial nature in the R-2 and R-3 residential districts, provided all principal structures and uses are not less than 25 feet from any residential lot line.
- b. Rest homes, nursing homes, homes for the aged, and clinics in the R-2 and R-3 residential districts, provided all principal structures and uses are not less than 25 feet from any lot line. Family Child Care centers in R-1, R-2, and R-3 residential districts, and in B, B-1, B-2 business districts, M-1, M-2, and M-3 industrial districts, and in I institutional district.
- d. Boardinghouses, roominghouses, and rooming unit in R-2, and R-3 with a conditional use permit.

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:

JoAnn M. Cram, City Clerk:

READ: 10/13/2020
PASSED: 10/13/2020
PUBLISHED: 10/22/2020

Audit Engagement Clifton Larson Allen 2020

Motion by Zabinski second by Evans to approve the proposed audit engagement contract for 2020 with Clifton Larsen Allen and the City of Tomah. Motion passed without negative vote.

Bid Proposal regarding Control Panel Upgrades for Dam

Motion by Cram second by Zabinski to approve the bid from USEMCO for the control panel upgrades and estimated labor cost for installation in the amount of \$7,754.00. Motion passed without negative vote.

Approval of Airport Lease for Hanger #8 for Daniel Kenworthy

Motion by Kiefer second by Peterson to approve the Airport lease for Hanger #8 for Daniel Kenworthy. Motion passed without negative vote.

Side Letter of Agreement between the TPPA and the City of Tomah

Motion by Yarrington second by Zabinski to approve the proposed Side Letter of Agreement between the TPPA and the City of Tomah. Motion passed without negative vote.

Settlement Agreement and Memorandum of Understanding between the IAFF, Local 127 and the City of Tomah

Motion by Cram, second by Evans to approve the proposed Settlement Agreement and Memorandum of Understanding between the IAFF, Local 127, and the City of Tomah. Motion passed without negative vote.

Adjourn.

Motion by Kiefer, second by Evans to adjourn. Motion passed without negative vote. Meeting adjourned at 08:11 p.m. Motion passed without negative vote.

Michael Murray

ATTEST:

Becki Weyer, City Clerk
To Be Approved 11/10/2020

The COMMON COUNCIL of the City of Tomah met in **SPECIAL SESSION, October 19, 2020** at 6:00 p.m. with Mayor Mike Murray presiding in the Municipal Building, 819 Superior Avenue, Tomah, WI. Members of the public were asked to join the meeting via Zoom due to COVID-19 restrictions.

Following the Pledge of Allegiance, roll call was taken with Mike Murray, Donna Evans, Lamont Kiefer, Jeff Cram, Richard Yarrington, Dean Peterson, Adam Gigous, and Shawn Zabinski present. The Aldermanic District 5 seat is vacant. Absent: None. Also in attendance: City Clerk JoAnn Cram and Becki Weyer, Parks and Rec Dir. Joe Protz, Public Works & Utilities Director Kirk Arity, Public Safety Director/Fire Chief Tim Adler, City Treasurer Julia Mann, Tina Thompson, Ex. Dir. Chamber/CVB, Director of CDBG and Housing Authority, Rachel Muehlenkamp, Judge Tom Flock, and Library Director Irma Keller. Gregg Hagen did not videotape the meeting

Budget Summary (Expenditures & Revenues) –City Treasurer

City Treasurer Mann went over the general fund expenditures for operations and general fund outlay. The proposed General Fund Budget for 2021 is \$7,896,482. The proposed 2021 levy rate is 5.07% or an increase of \$285,115. The proposed tax levy for 2021 is \$5,900,566. The Evidence Custodian will be working in evidence only. We cannot support a full-time position at this time and the Code Enforcement Officer is not funded. Therefore, this was reduced to a half time position. Solid waste tipping fees were reduced and some adjustments were made to the Tourism Marketing budget. \$153,500 was moved from operations and moved to the TID by administration which included street operations and maintenance that were TID related. Treasurer Mann went over the capital projects in the proposed budget for consideration. Total capital expenses would be \$8,049,754 if all projects were approved. Mann listed out the proposed personnel changes which included borrowing of \$7,699,254; a room tax transfer of \$40,000, Park Space Fees applied of \$33,000, donation for Point Trail of \$25,000, possible DNR Recreation Grant \$250,000, interest at \$2,500 with no capital fund balance being applied. There were some increases in revenues and also increases in expenditures for the coming year. Total debt ratio is the equalized value multiplied by 5%. Debt ratio for 2020 is \$38,767,710. Outstanding debt is \$20,058,341 which gives an available debt limit of \$18,709,369. The City currently has \$20,058,341 in outstanding debt with \$7,699,254 of 2021 estimated borrowing would give a total outstanding debt of \$27,757,595. Total % of debt estimated debt would be 71.59%. This percentage would make it difficult to stay within the 75% debt limit per City policy and still allow for the additional \$5,000,000 needed to be borrowed for the remainder of the Public Safety Building.

Mann distributed a list of potential proposed capital projects through 2025. Ehlers will be looking at this list and recommending how to proceed based on best financial practices.

Financial Management Planning-Capital Planning Workshop – Ehlers

Dave Ferris of Ehlers joined the meeting via Zoom to present the Ehlers Financial Management Planning Workshop. The Equalized Valuation projections were presented from 2016 to 2028 including the TID 10 projected closure in 2025 which will affect the 2026 value. This will help the debt tax rate be less to pay more principal those years.

The first schedule he presented was the existing base General Obligation Debt plan which includes the Debt Service, Abatement Sources, and Projected Rate Impact. The current model is built with the Capital Improvement Plan provided by staff. The plan should attempt to stabilize the tax rate minimizing the impact to the taxpayer and debt limit. The current project schedule requires two significant increases to the tax rate over the next 5 years. Ferris indicated that the council should consider developing or reviewing debt policies on an annual basis. The City has a debt limit policy of 75%.

Ferris then presented a financing plan based on all the current proposed projects. Bank qualification is an important issue which is why the borrowing was split over two years for the \$10 million Public Safety Building project. Ferris then showed the projected impact of the proposed projects over the next 5 years including adding 10 million dollars to the Debt Service budget. Ferris presented charts showing the impact of the proposed projects on the debt tax levy and Debt service Tax Rate.

The presentation included the debt limit calculation and debt capacity at 50% of the statutory limit vs. debt capacity at 75% of the statutory limit. The information presented indicated that we cannot afford to do all of the capital projects that have been proposed over the next 5 years.

Ferris will be presenting additional information in the future on how to maintain the City's Moody's rating. If we do all the projects, there would be a significant increase in the tax rate and it is not recommended that we go over the 75% debt limit that is in our policy. By going over, there is a potential to be downgraded by Moody's. Ferris recommended considering moving capital projects around.

2023 projects in particular may be looked at, as the addition of the Public Safety building has a significant impact in that year. Ferris suggested that for at least one year, potentially 2-3 years, major projects are delayed keeping the debt limit within acceptable levels.

No one desired to appear before the Council.

CDBG – Rachel Muehlenkamp – The program gets 15% of whatever is paid and those fees are used to fund the budget, it does not come from the tax levy. In 2020 the budget was \$21,317 and the proposed budget for 2021 is \$21,492.

Tourism Budget.

Ex. Dir. Thompson presented the 2021 Tourism budget based on the projected income and consumer confidence. Advertising and marketing are the largest expenditures. This will vary depending on consumer confidence and travel with COVID 19 restrictions. Total personnel is currently three employees. A fourth has been delayed until consumer confidence is trending higher again, so the personnel portion of the budget is lower than last year. Travel guides will be done differently this coming year as it is a significant expense. The proposed budget includes using a third party to complete the guides.

Library – Irma Keller

The library budget is similar to last year, with the exclusion of repairing the front steps of the library with the added expense of \$50,000. The total budget from 2020 \$517,137 and the proposed budget for 2021 is \$572,158.

Parks & Recreation – Joe Protz.

Director Protz advised total expenditures are similar to last year. Some utilities and operating supplies increase slightly, but no major changes from 2020. With Covid-19 there was less revenue in 2020. Depending on enrollment for next year in Parks & Recreation programs, there may be more revenue than projected: \$70,000 for Recreation Park, \$55,000 for the Aquatic Center, \$ 55,000 for the Recreation Department, and \$33,000 for Park Space Fees.

Judicial – Tom Flock

Judge Flock advised there were few additions to the budget for 2021.

Public Works/General Buildings/Refuse/Airport/Superfund/Utilities – Kirk Arity.

Public Works – Some money was shifted into the TIDs. Some operating expenses went down from last year. The tipping fees are going up dramatically the first of the year from \$49 to \$57 per ton. This year a surcharge was added to recycling as well. Total tonnage between garbage and recycling has stayed even historically. The amount of recycling for 2020 has gone down significantly because of COVID restrictions and the citizens delivering it to the City shops instead of being picked up. Recycling totes were being used for garbage pickup. There is a need for the totes to get out there to provide a two-tote system and \$150,000 has been added to the capital projects for this purpose. In Public Works there is an open position that has not been filled, and totes were purchased with that proposed budget that was not used for personnel. A resolution has been added for the change in the position titles and costs. Solid Waste Disposal budget for 2020 was \$193,000 and the proposed 2021 budget is \$216,000. Recycling of televisions has gone down. Each resident is allowed to dispose of two electronic devices per year. At this time the City is paying about \$16,000 per year to dispose of televisions, but it is trending down. Recycling Brush – Still in the process to get down about 200 trees per year depending on weather. This will stay consistent into 2021. The budget includes street lighting that will be put into two new subdivisions

General Buildings There is an additional \$200,000 capital project needed for an HVAC upgrade that is not in the budget

Lake – Looking to do upgrades to the dam and allocate some funds from the grant application to the Winnebago project.

Water & Sewer – Cash flow funds will be used to pay for projects other than the \$2,000,000 the City owes the utilities for prior projects related to the TIDs. The first of the year, anticipate a 1%-1.5% increase to the water bill which totals \$60,000-\$70,000 added income. Managing cash flows to remain fiscally healthy. Some debt cannot be paid early, but they are working at paying those debts down. \$1.75 million cash on hand currently. Dir Arity foresees doing a consistent upgrade to the Water & Sewer to maintain a constant upgrade to facilities each year. A reminder that the City has obligations with the County on a sizeable project for an agreement that was entered in previously for the year 2023. The project may or may not occur depending on grants received.

Airport – Anticipate a \$10,000 capital project to upgrade the fuel system.

Resolution Authorizing a Change in the 2020 Position Count by the Abolishment of Three

Sanitation Operator Positions and the Creation of Three Additional Full Time Truck Driver Positions

RESOLUTION NO. 2020-10-19-33

A RESOLUTION AUTHORIZING A CHANGE IN THE 2021 CITY OF TOMAH POSITION COUNT BY THE ABOLISHMENT OF THREE SANITATION OPERATOR POSITIONS AND THE CREATION OF THREE ADDITIONAL FULL TIME TRUCK DRIVER POSITIONS

WHEREAS, the Common Council of the City of Tomah hereby authorizes a change in the 2021 City of Tomah position count by the abolishment of three full time Sanitation Operator's effective approximately January 1, 2021, and
WHEREAS, the Common Council of the City of Tomah hereby authorizes the creation of three additional full time Truck Drivers, and
WHEREAS, the Common Council of the City of Tomah hereby determines that Sanitation Operator's will become Truck Driver's due to the transition to automated refuse pickup, and
WHEREAS, the Common Council of the City of Tomah establishes the Truck Driver wages as Grade H with benefits as defined in the City of Tomah Personnel Manual Policy, and
NOW, THEREFORE BE IT FURTHER RESOLVED that the City of Tomah Common Council does hereby authorize a change in the 2021 City of Tomah Position Count by the abolishment of the Sanitation Operator positions and hereby authorizes the creation of three additional Truck Driver positions as described above
Dated this 19th day of October, 2020.

Michael Murray, Mayor

ATTEST: Rebecca Weyer, City Clerk

Motion by Yarrington second by Evans to approve **Resolution No. 2020-10-19-33** Authorizing a Change in the 2020 Position Count by the Abolishment of Three Sanitation Operator Positions and the Creation of Three Additional Full Time Truck Driver Positions. Motion passed without negative vote.

Capital Outlay and Capital Projects:

Parks & Recreation – \$500,000 has been allocated to Winnebago Park phase one with the addition of the grants and working with the Water & Sewer department. Project includes a new bathroom, new parking for boat launch and playground and roadway improvements. The \$25,000 donation from an anonymous donor and park space fees would be used for a walking trail and asphalt area for handicapped accessibility by the lagoon at the park, and a pad of concrete. Also included would be the repair and widening of the sidewalk by 3 feet in the trail in the park. The new open pavilion at Rec Park would be moved forward for 2021.

Water & Sewer

Equipment proposal to buy a single axle dump truck with plow and grader. This will be replacing a truck from 2001 and a grader from 1998.

Highways and Street – Road construction costs for King Avenue from Brownell to Monowau and E Monowau to King are proposed at \$520,000 each and \$250,000 is proposed for seal coating of targeted city streets.

Recycling Outlay – Funding is requested to move to a 2-tote program throughout the City/ garbage and recycling.

Airport – \$10,000 is budgeted for airport improvements.

HVAC Upgrades at City Hall were not included in the current copy of the budget and needs to be added. Buckner did an inspection of the HVAC system at City Hall and recommended replacement at a cost of approximately \$200,000. The Council questioned the total repairs for the mechanical and water issues that happened this year at City Hall.

Remainder of Budget Items are Scheduled for the October 20, 2020 Meeting at 6 p.m.

Motion by Evans second by Kiefer to Adjourn to Closed Session Pursuant to State Statute 19.85(1)(e) Regarding Negotiation of Purchase of Public Property. Motion passed without negative vote. Meeting adjourned at 7:52 p.m.

Approved:

Mike Murray, Mayor

Attest:

Rebecca Weyer, City Clerk
To be Approved 11/10/2020

The COMMON COUNCIL of the City of Tomah met in **SPECIAL SESSION, October 20, 2020** at 6:00 p.m. with Mayor Mike Murray presiding in the Municipal Building, 819 Superior Avenue, Tomah, WI. Members of the public were asked to join via Zoom Meeting due to COVID-19 Restrictions.

Following the Pledge of Allegiance, roll call was taken with Mike Murray, Donna Evans, Lamont Kiefer, Jeff Cram, Richard Yarrington, Dean Peterson, and Shawn Zabinski present. Aldermanic District 5 seat is vacant. Absent: Adam Gigous. Also in attendance: City Clerk JoAnn Cram and Becki Weyer, City Treasurer Julia Mann, Public Safety Director/Fire Chief Tim Adler, Police Chief Mark Nicholson, Public Works & Utilities Director Kirk Arity, and Sr. & Disabled Services Director Pam Buchda. Gregg Hagen did not videotape the meeting

Administrative/General Government - City Administrator – The City Administrator budget decreases from \$141,545 to \$141,488. The budget is based on a step 3 scale regarding City Administrator wages.

TIF #8. Budget goes from \$592,151 to \$1,025,287 and includes \$100,000 for Highway / Street Outlay salaries and \$53,500 for completion of renovating side streets in the downtown area. The TID is not currently operating in the black, however, the increment continues to grow. \$430,906 is budgeted for debt service payments as well as repaying an advance from Water/Sewer in the amount of \$431,181. Treasurer Mann distributed a chart showing the three TIF's and the assumptions of paid debt.

TIF #9. TID #9 was created in 2018. The 2020 Budget was \$545,382 and is projected at \$175,015 for 2021. It is anticipated \$126,259 will be transferred to TIF 8 with minimal operating costs projected in 2021. We borrowed \$500,000 in 2019 and payments start in 2020 at \$38,901. There are minimal costs for professional services and expenses (\$9,705 for MSA TID planning and the State TID fee). The Toro and Cardinal projects are built into the projections on the distributed handout. There will be funds available to transfer to future projects. The city will pay approximately 1.25 million dollars in total but will receive \$50,000 back each year for operating expenses.

TID #10. TID #10 was created in 2018. The Budget for 2020 was \$244,000. There is \$77,067 scheduled for debt payment and \$388,651 scheduled to transfer to help with TID 8 costs. This TID is projected to have a surplus in 2021. 2021 Budget is at \$468,315. \$1,000 each is projected for MSA TID Planning and the State TID fee. The value increased almost 21 million dollars over the last 2 years. Funds needing to be transferred from one TID to another is approved during the budget each year. There will be more upcoming Public Works projects and costs for the TIDs in the future.

Mayor – Mike Murray. The Budget changes from \$17,685 to \$17,735 in 2021.

Legal. Legal fees remain at \$55,000 for 2021, and \$52,000 for superfund legal fees.

Legislative. The legislative budget increases from \$40,265 to \$40,421.

Industrial Development. The Budget remains the same at \$5,700. There is a fund balance of over \$600,000 currently. Discussion ensued about the potential to utilize some of these funds for purchase of the land and land preparation for the Public Safety building.

City Clerk - JoAnn Cram/Becki Weyer. Publications and Subscriptions are down because bartender renewals occurred in 2020. Overall budget increases from \$179,585 to \$197,164 largely due to a request for a part time Deputy City Clerk. Other changes are minimal. Health insurance premiums are down slightly.

Discussion ensued on the three added part time positions – Deputy Clerk, Code Enforcement Officer, and Evidence Custodian, with the Code Enforcement and Evidence Custodian beginning in June. Resolutions will be created and brought before the council at a future meeting for the part time Code Enforcement Officer and Evidence Custodian.

Elections - JoAnn Cram. Decreased budget due to the number of elections going from 4 to 2. The presidential primary and the general election were large elections and 2021 will be minimal. 2020 Budget was \$23,307 and 2021 is projected at \$9,586.

Insurance - JoAnn Cram/Becki Weyer. Rates increase very slightly

Resolution Authorizing a Change in the 2021 City of Tomah Position Count by the Creation of One Part Time Deputy Clerk Position for City Hall Under the Direction of the City Clerk.

Motion by Evans, second by Zabinski to approve **Resolution No. 2020-10-20-34** Authorizing a Change in the 2021 City of Tomah Position Count by the Creation of One Part Time Deputy Clerk Position for City Hall Under the Direction of the City Clerk. Motion passed without negative vote.

RESOLUTION NO. 2020-10-20-34

A RESOLUTION AUTHORIZING A CHANGE IN THE 2021 CITY OF TOMAH POSITION COUNT BY THE CREATION OF ONE PART TIME DEPUTY CLERK POSITION FOR THE CITY OF TOMAH FOR CITY HALL UNDER THE DIRECTION OF THE CITY CLERK.

WHEREAS, the Common Council of the City of Tomah, in recognition of the need for an additional part time employee to work on elections, licensing, human resource functions, collection of payments, and other duties as assigned, hereby authorizes a change in the 2021 City of Tomah Position Count with the hiring of one part-time person by the Tomah City Clerk's Office at City Hall. This employee is to be responsible for all duties and responsibilities as written in the Deputy City Clerk job description and will be supervised by City Clerk, and **WHEREAS**, the employee will be a regular permanent part time non-represented, 20-hour per week position which is eligible for all benefits as designated in the City of Tomah Personnel Manual, and **WHEREAS**, the wage is initially established at the 2020 rate of \$19.18 per hour, **NOW, THEREFORE BE IT RESOLVED**, that the City of Tomah Common Council does hereby authorize a change in the 2021 City of Tomah Position Count by the creation of one part time position under the direction of the City Clerk as described above.

Passed by the City Council on the 20th day of October 2020.

Mike Murray, Mayor

ATTEST:

Rebecca Weyer, City Clerk

Computer - JoAnn Cram/Julia Mann/Becki Weyer. Normal computer replacement is scheduled. Software service contracts increased from \$59,750 to \$74,000.

Part of the increase in the Computer budget is due to a request for approval of a 72-month contract for IT Managed Services for the City of Tomah and the Tomah Police Dept. The IT Service that the City has been using is with Ironcore. We think that 3RT Networks is the solution to improve our IT needs. At the present time we are lacking in the infrastructure and that is included in this contract. The services that 3RT will provide look to give us a more proactive technology package. Staff has had meetings with the company and we feel that the service they can provide will move us forward.

Contract for Managed IT Services.

Discussion ensued on the 72 month length of the contract, and the need to have legal assistance in looking at the contract. Costs in the first year of service are significantly higher than subsequent years. Switching the phones to Lynx would save the city about \$500.00 per month. Lynx is also a sister company of 3RT and the two would work cohesively together. Treasurer Mann will return to the council with more information and potential for a shorter contract.

Other General Government. Reserve for Contingency increased from \$30,000 to \$38,000. This number may change as needed depending on how the numbers fluctuate prior to the Budget Hearing.

Debt Service – JoAnn Cram/Julia Mann/Becki Weyer. Debt service decreases slightly from \$2,728,996 to \$2,658,075. This shows all general obligation debt and revenues from utilities and TID's and fund balance supply. All debt has been looked at for potential refinancing and there is currently no potential for significant interest savings.

Discussion was held regarding various projects that are needed and the inability to bond for all the projects. Discussion referred to various ways to accommodate all the projects while fulfilling the various needs of city departments.

Treasurer – Julia Mann. The Budget goes from \$227,190 to \$230,108. Part of the costs of the Treasurer and Deputy Treasurer are funded by the Water, Sewer, and Ambulance Departments. The part-time Deputy Clerk will also help the Treasurer's department during the busy season.

Mass Transit – Julia Mann. Mass transit budget decreases from \$723,132 to \$632,620. Tomah Transit is only allowed so many hours a week to drive. There is also no private taxi firm filling in for the extra calls. The current range is 10 miles out of town. The grant application will be completed in December. The funding is mostly through fares and federal funding. The amount of revenue has been increased over the years. Looking at renegotiating the contract for more hours, a decrease in the max mileage out of town, and more available service and response time, especially during the Covid-19 pandemic where only one fare can be transported at a time.

Assessor. Per current 3-year contract. Budget remains the same at \$48,550.

Special Accounting – Julia Mann/JoAnn Cram/Becki Weyer. Current audit contract is at \$20,300. We will be changing Audit Firms for the 2020 audit to be completed in 2021.

Illegal Taxes, Tax Refunds and Uncollectible Taxes, Special Assessments & Receivables. Decreased from \$7,500 to \$7,000.

Inspection/Zoning/Planning – Shane Rolff. 2020 Budget increased slightly from \$131,163 to \$133,336 for 2021 for Inspection services. Planning budget goes from \$13,155 to \$18,393 but may

be backed down to about \$7500 to assist with the Code Enforcement officer position. This is due to an increase in Professional Services for mapping updates and planning costs. A part time Code enforcement officer will be added to the budget to start in June of 2021.

Grants and Donations. If there is a revenue, funds are available, and an expense is listed in the budget. These are funds that we anticipate receiving.

Senior Disabled Services Center – Pam Buchda. The Sr. & Disabled Services budget increases from \$115,769 to \$121,467 due to slight increases across various budget lines. The music entertainment is funded by donations. Capital improvements in the budget include tuck pointing and painting the exterior of the building as well as interior painting. In the future, the carpet in the main floor of the building will need replacing for safety reasons, and a gazebo is planned to be added.

Fire Protection and Ambulance Service – Tim Adler. Projected increase goes from \$179,139 to \$286,633. Chief Adler advised that due to the merging of the Fire and Ambulance departments in 2020 and the creation of a full time Deputy Fire Chief, the budget is increasing. The salary for the Public Safety Director/Fire Chief will be split between the Ambulance Service and the Fire Department. The Ambulance Budget is increasing from \$3,530,599 to \$4,070,144. Ambulance Operations for the per capita fee is increasing from \$70,620 to \$117,312 due to the per capita increase from \$7.50 to \$12.50. Chief Adler talked about adding on-call pay for weekend Fire Protection coverage. No additional dollars need to be added to the budget for this purpose. Chief Adler is looking at staffing possibilities for the coming year before committing to hiring new positions.

Discussion was held about a potential sinking fund for the Ambulance Service. The idea will be brought to Ehlers for consideration in the financial plan.

Law Enforcement and Other Public Safety – Mark Nicholson. The Police Dept. budget is increasing from \$2,747,130 to \$2,850,112 in 2021. General expenditures went up about \$103,000, including the added patrol officer position and the Evidence Custodian position. The overtime budget for 2020 is much different than future years due to Covid-19 restrictions and limited training. Public Safety equipment for the budget has gone from \$27,900 to \$44,650 due to the need for additional bullet proof vests, CTU equipment, squad radios, and handheld radios.

Capital Outlay and Capital Projects.

Police

Two new vehicles have been ordered for 2021 for a total of \$86,700; \$94,054 has been added for incorrectly installed boiler and HVAC system.

Fire

The Public Safety Building has been added for 98% of the capital projects budget. The 2021 budget does include the land purchase and a portion of the Public Safety Building

Public Works

The new HVAC system for City Hall is included in the 2021 Budget.

\$8,249,754 is the total proposed budget for Capital Project expenditures.

The debt limit is an issue and the Council needs to decide which projects we can proceed with. The Public Safety Building has been determined to be a priority at a cost of \$10,000,000. Another consideration is the Monroe County Highway project for renovation of STH ET/Veterans Street and the prior obligation entered into regarding the \$3,000,000 City share for that project. It was the opinion that we can't sustain the cost of the public safety and the STH ET/Veterans Street project. The City doesn't want to jeopardize the bond rating with Moody's. It's possible we could present them with a plan explaining our thought process going forward. It's not practical for us to eliminate all other projects that need to be done. The additional \$13,000,000 that we borrow puts our debt at \$34,000,000 without adding additional projects. We have a little over \$18,000,000 until we hit the debt ceiling. We need a building that has the ability to house ambulance personnel sooner rather than later. Several options include leaving all the items in the budget knowing you can't complete them all as they are not all funded or remove items at this time. Can Keller develop another design that would allow for the Ambulance portion at this time to accommodate much needed space for sleeping quarters and a kitchen for full time employees?

Approval of Preliminary Budget It is requested that this budget be approved with numbers subject to change as the expenditure restraint figures have not been received. Also, health insurance rates cannot be calculated at this time due to open enrollment. When the expenditure restraint numbers come in, we will recalculate. As numbers are not all available at this time, the proposed budget is subject to change at the public hearing.

General Fund Outlay and Capital Project funds are included in the general levy. We are waiting for the expenditure restraint numbers.

Motion by Yarrington, second by Zabinski to approve the preliminary city tax levy at \$8.80 per \$1,000 of valuation (up from \$8.64) with adjustments as discussed, allowing for the positions in the budget and authorize the City Clerk to publish the proposed budget and if expenditure restraint increases, additional funds can be added as necessary to be determined by the Council. Motion passed without negative vote.

Scheduling of Public Hearing – Tentatively November 10, 2020

The public hearing was tentatively scheduled for Nov. 10, 2020 at 6:30 p.m. at the regular Council meeting depending on information received from the state.

The Lake Protection and Rehabilitation District annual meeting is tentatively scheduled for 6:15 p.m. on Nov. 10, 2020 to establish the Lake Levy.

Motion by Kiefer, second by Yarrington to adjourn. Motion passed without negative vote. Meeting adjourned at 9:35 p.m.

Michael Murray, Mayor

ATTEST:

Rebecca Weyer, City Clerk
To Be Approved on November 10, 2020

The COMMON COUNCIL of the City of Tomah met in **SPECIAL SESSION** October 21, 2020 at 5:15 p.m. with Mayor Mike Murray presiding in the Municipal Building, 819 Superior Avenue, Tomah WI and with Zoom meeting.

Following the Pledge of Allegiance, roll call was taken with the following members present: Mike Murray, Lamont Kiefer, Jeff Cram, Dean Peterson (arrived at 6 p.m.), Donna Evans, Richard Yarrington, and Adam Gigous. Absent: Shawn Zabinski. The 5th Aldermanic Seat is vacant. Quorum present. Also present: City Clerks JoAnn Cram and Becki Weyer. Gregg Hagen did not videotape the meeting.

Motion by Evans, second by Kiefer to adjourn to closed session pursuant to state statute 19.85(1)(c) Regarding Personnel Issues. Motion passed without negative vote. Meeting adjourned to closed session at 5:16 p.m.

Approved:

Michael Murray, Mayor

ATTEST:

JoAnn M. Cram, City Clerk
Minutes to be approved on November 10, 2020

**BUDGET TRANSFER REQUEST FORM LEVEL 4
Over \$25,000**

BUDGET TRANSFER DESCRIPTION:

This Budget Amendment is to record the transfer for the new clerks training time with the present clerk. The funds are being moved from the administrator's budget since this position has been empty for the majority of this year.

Expenditure Budget Line(s) Amended:

Account Name	Account #	Original Budget	Budget Adjustment	Final Budget
Administrator Salary	01-51415-1100	98,717.00	-28,000.00	70,717.00
Administrator WRS	01-51415-1310	6,691.00	-1,900.00	4,791.00
Administrator Social Security	01-51415-1320	7,582.00	-2,000.00	5,582.00
Administrator Health Insurance	01-51415-1340	22,494.00	-10,000.00	12,494.00
Administrator Life Insurance	01-51415-1330	511.00	-35.00	476.00
Clerk Salary	01-51420-1100	70,341.00	28,000.00	98,341.00
Clerk WRS	01-51420-1310	7,957.00	1,900.00	9,857.00
Clerk Social Security	01-51420-1320	9,109.00	2,000.00	11,109.00
Clerk Health Insurance	01-51420-1340	23,494.00	10,000.00	33,494.00
Clerk Life Insurance	01-51420-1330	572.00	35.00	607.00

FISCAL NOTES:

This transfer has no impact on the budget as it is a movement of funds within the general fund.

SUBMITTED BY: Julia Mann

DATE: 10/21/2020

APPROVAL BY:  **MAYOR**

APPROVAL BY:  **TREASURER**

PROCESSED ON: _____

WEYER, BECKY

PD	PP#	WAGES	FICA	WRS	HEALTH INSURANCE	LIFE INSURANCE	TOTAL
8/13/2020	17	1,242.38	95.04	83.86			
8/28/2020	18	2,650.40	202.75	178.90			
9/11/2020	19	2,724.94	191.87	178.64	1,081.45	6.62	
9/25/2020	20	2,575.86	185.77	173.87	1,081.45		
10/9/2020	21	2,650.40	186.17	178.90	1,081.45	6.62	
10/23/2020	22	2,650.40	186.17	178.90	1,081.45		
11/6/2020	23	2,650.40	186.17	178.90	1,081.45	6.62	
11/20/2020	24	2,650.40	186.17	178.90	1,081.45		
12/4/2020	25	2,650.40	186.17	178.90	1,081.45	6.62	
12/18/2020	26	2,650.40	186.17	178.90	1,081.45		
1/1/2021	1	2,650.40	186.17	178.90	1,081.45	6.62	
		27,746.38	1,978.62	1,867.57	9,733.05	33.10	41,358.72

CITY OF TOMAH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATOR EXPENSES</u>					
01-51415-1100 ADMINISTRATOR SAL-MA	.00	59,633.86	98,717.00	39,083.14	60.4
01-51415-1250 ADMINISTRATOR LONGEV	.00	75.00	400.00	325.00	18.8
01-51415-1310 ADMINISTRATOR WIS. R	.00	1,963.28	6,691.00	4,727.72	29.3
01-51415-1320 ADMINISTRATOR SOCIAL	(21.25)	2,067.93	7,582.00	5,514.07	27.3
01-51415-1330 ADMINISTRATOR LIFE I	.00	85.18	511.00	425.82	16.7
01-51415-1340 ADMINISTRATOR MED HE	.00	4,894.60	22,494.00	17,599.40	21.8
01-51415-2100 ADMINISTRATOR PROF S	.00	416.63	.00	(416.63)	.0
01-51415-2230 ADMINISTRATOR UTIL-T	55.62	216.09	600.00	383.91	36.0
01-51415-3100 ADMINISTRATOR OFFICE	.00	125.06	350.00	224.94	35.7
01-51415-3200 ADMINISTRATOR PUB & SUBSCRI	177.20	177.20	200.00	22.80	88.6
01-51415-3250 ADMINISTRATOR ASSN D	.00	.00	1,000.00	1,000.00	.0
01-51415-3300 ADMINISTRATOR TRAVEL	.00	1,106.40	1,000.00	(106.40)	110.6
01-51415-3350 ADMINISTRATOR TRAINI	.00	29.95	1,000.00	970.05	3.0
TOTAL ADMINISTRATOR EXPENSES	<u>211.57</u>	<u>70,791.18</u>	<u>140,545.00</u>	<u>69,753.82</u>	<u>50.4</u>
TOTAL FUND EXPENDITURES	<u>211.57</u>	<u>70,791.18</u>	<u>140,545.00</u>	<u>69,753.82</u>	<u>50.4</u>
NET REVENUE OVER EXPENDITURES	<u>(211.57)</u>	<u>(70,791.18)</u>	<u>(140,545.00)</u>	<u>(69,753.82)</u>	<u>(50.4)</u>

LICENSE APPLICATION

for

**PAWNBROKER
SECONDHAND JEWELRY DEALER
SECONDHAND ARTICLE DEALER**

SECONDHAND ARTICLE DEALER MALL or FLEA MARKET

CHECK ALL THAT APPLY:

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

INSTRUCTIONS:

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

(SECTION 1) APPLICANT INFORMATION

Applicant Name (Last, First, MI) Chris Neal Neal, Chris, D	Sex M	Race W	Date of Birth 3/2/1989	Place of Birth (City, State, Country) SP of Hwy, WI, USA
Street Address 17311 State Hwy 131	City Tomah	State WI	ZIP 54660	Home Telephone Number (608) 462-7115
List all states applicant previously resided: Wisconsin				
Is applicant a: <input checked="" type="checkbox"/> Natural Person (Individual) <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership				

(SECTION 2) CONVICTION RECORD

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

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

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

(SECTION 3) BUSINESS INFORMATION

Business Name Steel Neal's Welding & alterations	Street Address 1517 Superior Ave	City Tomah	State WI	ZIP 54660	Telephone Number (608) 462-7115
Owner's Name Chris Neal	Street Address 17311 State Hwy 131	City Tomah	State WI	ZIP 54660	Telephone Number (608) 462-7115
Business Manager's Name Chris Neal	Street Address 17311 State Hwy 131	City Tomah	State WI	ZIP 54660	Telephone Number (608) 462-7115
Building Owner's Name Tony Backes	Street Address	City	State	ZIP	Telephone Number

(Over)

(SECTION 4) LIMITED LIABILITY COMPANY INFORMATION

Limited Liability Company Name:

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

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

(SECTION 5) PARTNERSHIP INFORMATION

Partnership Name:

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

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

(SECTION 6) CORPORATE INFORMATION

Corporation Name:

State of Incorporation:

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

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

(SECTION 7) PENALTY NOTICE

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

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

Signature of Applicant: Chris Neal

Print Name of Applicant: Chris Neal

FOR ADMINISTRATIVE USE ONLY

Licensing Authority <u>City of Tomah</u>	License Number Assigned	Date Effective	Clerk
FEES RECEIVED:	Pawnbroker Bond \$ _____	Secondhand Article License \$ <u>27.50</u>	
	Pawnbroker License \$ _____	Secondhand Dealer Mall/Flea Market License \$ _____	
<u>Pd 10/8/2020</u>	Secondhand Jewelry License \$ _____	TOTAL FEE: \$ <u>27.50</u>	<u>#5000357</u>

FOR LAW ENFORCEMENT USE ONLY

Recommend Approval Recommend Denial (Attach explanation.)

Investigating Office Signature: [Signature] Date: 10-13-20

Print Name of Investigating Officer: Mont N. Chals

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Secondhand Article Dealer License Application for Steel Neal's Welding & Creations

Summary and Background Information:

(Appropriate Documentation Attached)

Chris Neal with Steel Neal's Welding & Creations has applied for a Secondhand Article Dealer License for the premise at 1517 Superior Avenue, Tomah, WI 54660 for the licensing period of November 1, 2020 through December 31, 2020.

Fiscal Note:

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

Recommendation:

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

Respectfully submitted by:

Berta A. Downs

Committee: Committee of the Whole & Common Council

Meeting Date: November 9 & 10, 2020

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Election Tally for the November 3, 2020 General Election

Summary and Background Information:

(Appropriate Documentation Attached)

Total votes cast at the November 3, 2020 General Election were 4,290 which is 89% of the eligible registered voters of 4,848. 2,168 Absentee ballots were issued and 2,055 Absentee ballots were returned and processed on Election night. 1 Provisional Ballot was cast and a Board of Canvass meeting is scheduled for Friday, Nov. 6th to process that ballot. 466 Voters registered on Election Day compared to 625 in 2016, however, we did not have the MyVote access in 2016 and hundreds of voters registered through that system in the eight weeks prior to the Election. The 89% voter turnout compares to 84% in 2016 with 3,923 voters at that time. The move to the Recreation Building at Recreation Park enabled us to accommodate traffic and manage voter lines. There is one outstanding provisional that will be counted and those tallies are not included in this report. Election results are as follows:

Candidates Total Votes

President:

Biden/Harris	1,767
Trump/Pence	2,398
Blankenship/Mohr	15
Jorgensen/Cohen	80
Carroll/Patel	8

Registered Write-Ins

Simmons/Roze	0
Wells	0
President R19 Boddie	0
Hawkins/Walker	1
La Riva/Freeman	0
West/Tidball	1
Charles/Wallace	0
Scattering	2

Representative in Congress District 3

Ron Kind	1,977
Derrick Van Orden	2,229
Scattering	8

State Senator District 24

Paul Piotrowski	1,701
Patrick Testin	2,459
Scattering	6

Representative to the Assembly District 70

John Iver Baldus	1,457
Nancy VanderMeer	2,720
Scattering	7

Monroe County District Attorney

Kevin Croninger 3,367
Scattering 73

Monroe County Clerk

Shelley Bohl 3,393
Scattering 46

Monroe County Treasurer

Debbie Carney 3,433
Scattering 43

Monroe County Register of Deeds

Deb Brandt 3,364
Beth Ford (Reg. Write-In) 14
Scattering 55

Recommendation:

It is requested that the Common Council review and accept the Election tally report for the November 3, 2020 General Election

JoAnn M. Cram, City Clerk

Date

Mike Murray, Mayor

Date

Committee: Common Council

Meeting Date: November 10, 2020

CITY CLERK – MONTHLY REPORT

1. **Election Update.** We are working on completing the November Election in the Wisvote System which will take approximately another month. The total vote tally ended up at 4,290. We had 2,168 absentee ballots cast and received 2,055 back. Only 2 absentee ballots were rejected – one was due to the voter being deceased and the other due to the envelope not being sufficiently completed which is remarkable. We registered 466 voters on Election Day and had numerous curbside voters throughout the day. It is my understanding that most voters didn't wait very long and in the early morning hours, the wait is estimated at 15-20 minutes. Voters that registered on Election Day will not see their information in MyVote until we have had time to enter all that data in. We've had some calls wondering if those votes counted because they can't see the information in MyVote. The votes counted because the ballot was put into the tabulating machine and processed on Election Day. We didn't have time to do the data entry portion yet. Citizens should please be patient and allow the 45 days per statute that we have to complete this data input.

Becki and I would like to thank the staff at City Hall for the countless hours of dedication in this process. Between the phone calls, e-mails, and counter traffic we have been extremely busy while continuing to do normal duties. Thanks also to Scott Donovan for his assistance and also the Police Department for sharing part time Police Clerk Deanne Batten one day a week for many weeks. Jody Allen came in the last couple weeks to help with in person absentee ballots as well as when we did the initial mailing of the absentee ballots in September and the management of them as they were coming in. The Parks and Recreation staff and the Sewer Plant staff that assisted with the setup and take down. Director Protz for taking time out of his busy day to assist on Election Day. Also, the dedicated volunteers and poll workers who came out and worked Election Day. They did an outstanding job and we've received many compliments on how well organized and smoothly everything went. Thank you everyone who assisted with this process.

JoAnn Cram, City Clerk

November 5, 2020

SENIOR & DISABLED SERVICES UPDATE

Hello from Pam

<p><i>“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”.</i></p> <p style="text-align: center;"><i>~ Author Unknown</i></p>		
<p>‘Happiness is not a destination. It is a method of life’ ~Burton Hills</p>	<p>“Laugh Often ~ Live Well ~ Love Much”</p>	<p>Do battle against prejudice and discrimination whenever you find it.”</p>

Glad to be able to help out at the **Election polls** on Tuesday, November 03. What an experience. The city of Tomah is fortunate to have such awesome city staff and poll workers.

November 11 is Veteran’s Day. THANK YOU to all our Veterans. We appreciate your service and realize ‘Freedom isn’t free’. Thank You!

In **NOVEMBER** we will be **CLOSED in the afternoon at 12:00 on Friday, November 20th** to set-up and prepare for our Annual Art & Craft Fair Fundraiser for the Senior Center which is on Saturday November 21 at Recreation Park, Recreation building. We will be open from 8:30am to 12noon for morning activities on Friday 20th – come and enjoy the morning music.

In **NOVEMBER** we will be **CLOSED on Thursday, November 26 (Thanksgiving) and Friday, November 27th.**

The **Senior & Disabled Services Board** have changed their meetings to the 3rd Wednesdays at 6:15pm effective January 2021. So the next meeting will be Wednesday, January 20, 2021.

City of Tomah’s Senior & Disabled Services Dept.’s **GOAL** categories (1-9) and **Report/Updates.**

01 RECREATION & LEISURE ACTIVITIES/GATHERING PLACE
UPCOMING ACTIVITIES/EVENTS:
-ACTIVITIES/EVENTS: In November newsletter, calendar-pages 14 & 15; Listing of activities-pages 6-12.
-MUSIC: We have a variety of music programs with awesome music & performers.
 06: Never Too Late Band; 13: Singin ‘n’ Swingin Band; 20: Music by Melanie & tom Frei & Linda Palmer; & 12/04: Bob Honel.
 Come and enjoy the music, free of charge. Wear a mask, physical distance, sit back and enjoy!!!
-SPECIAL EVENTS:
Annual Art & Craft Fair will be on Saturday, November, 21, 2020 at 9:00am to 3:30pm. Looking for Vendors (\$35 single booth). Looking for volunteers. Also looking for donated art & craft items for our Senior Center booth. See page 18 for more information (poster).

“Every person that you meet knows something you don’t; learn from them.”~by Unknown

02 EDUCATIONAL & HEALTH PROGRAMS
-VISITING with OFFICER Delaney Hanrahan. See information on page 10.
-SPECIAL PRESENTATION: Want to Save Money On Your Prescriptions by Alice Ackerman, Elder Benefit Specialist of Monroe County’s ADRC. Monday, November 16 at 10:00am. See pages 8 & 25 for information.
-READING TABLE ARTICLES: Some interesting articles to read are on the READING TABLE are:
 Oct.-10 Social Security Myths that Refuse to Die (Did you know that the retirement age is not 65?)
 Oct.-Why This Year’s Flu Shot Is More Important Than Ever
 Oct.-When Coronavirus Symptoms Refuse to Go Away
 Oct.-How Your Immune System Works After You Turn 50
 Oct.-The Pros and Cons of Face Shields
 Nov.-10 Common Medicare Mistakes to Avoid

SENIOR & DISABLED SERVICES UPDATE, continued from page 01

City of Tomah's Senior & Disabled Services Dept.'s GOAL categories (1-9) and **Report/Updates.**

03 DISABLED/SPECIAL NEEDS SERVICES

- SPECIAL NEEDS AD HOC COMMITTEE:** Canceled meetings in November and December, will resume and reassess in January. Meetings in 2021 are going to be on 3rd Wednesdays at 5:00pm.
- Sunday Funday: CANCELED the rest of 2020 due to COVID-19 & most of participants & families still sheltering at home.**
- Loan Closet:** See information on page 6. *If you have medical equipment that you are not using, please feel free to donate and/or return them to our loan closet.*

04 VOLUNTEER PROGRAM

- We are in need of Volunteers for the **ART & CRAFT FAIR** at the Fairgrounds on Saturday, November 21st. Please come in and talk to Pam if you are interested.
- As we reflect this month, we are grateful to all our volunteers. Thank You!

05 PUBLIC RELATIONS/COMMUNITY INVOLVEMENT & COMMUNICATION

- Ongoing: **Calls** received for **assist with finding/contacting resources** for various needs.
- Senior & Disabled Services Newsletter:** Worked on this monthly newsletter which is one of our communication tools to clients, public, and city officials.
- Monroe County Dementia Friendly Coalition** meeting on 4th Tuesday at 2-3:30pm. Additionally...
- Tomah Rotary Club** meetings (1st & 3rd Tuesdays at 12:00 noon).
- TASD School Board meetings as scheduled** (*School Board Academy, Policy, Title VI-Indian Education, Curriculum, District Calendar, Activities Review, Activities Complaint/Review, and regular & special Board meetings, as scheduled.*).

06 BUILDING/MAINTENANCE

- Getting ready for winter.

07 INCOME/BUDGET/DONATIONS

- Business, Groups, & Individuals who donated**-We are so blessed to have you all. Thanks!
- Ongoing: Worked on **monthly bills/invoices** and keeping track of the budgets.
- Worked on the **2021 Budget & 5-year Capitol Budget** (projects) plan.
- Received **Grant of \$500 from the Thomas B. Earle Charitable Foundation** for our new **Music Preservation Program**. Thank You so much!!! Will be working on that project now.

08 MEAL SITE -For Meal Site Information, see page 8 in newsletter.

- ADRC of Monroe County is not serving group meals at meal sites yet due to COVID-19, but is continuing to give participants the choice of home-delivered meals or pick-up meals.

09 SENIOR & DISABLED SERVICES DEPARTMENT EMPLOYEES

Besides the Activities/Events, Programs and regular everyday things at the Senior Center...

- Diane:
 - Busy making us comfortable with seasonal decorations & keeping the place clean.
 - Keeping the Loan Closet clean and organized, a major feat in-of-itself.
 - Working on craft projects for our Art & Craft Fair, if you wish to assist, please let her know.
- Pam:
 - City AM Staff Meetings on 1st, 3rd & 5th Tuesdays at 8:30am at City Hall.
 - Monthly Report at City Council (Open to public) on 2nd Tuesdays at 6:30pm at City Hall.
 - Special Needs Committee (Open to public) on 3rd Tuesday at 6:00pm at Senior Center.
 - Senior & Disabled Service Board (Open to public) on 4th Mondays at 6:00pm in the months of January, April, June, July, September, & October at Senior Center.
 - Wisconsin Association of Senior Centers (WASC) zoom meetings as scheduled.

SENIOR & DISABLED SERVICES UPDATE, continued from page 02

City of Tomah's Senior & Disabled Services Dept.'s GOAL categories (1-9) and **Report/Updates.**

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

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.

They **Volunteer** their time for us.

Meets 4th Monday at 6:00pm in January, April, June, July, September, & October (Open to public).

2020: 1-27; 4-27; 6-22; 7-27; 9-28; 10-26

2021 TERM		2022 TERM	
Susan Greeno, Citizen (<i>2nd Chairperson</i>)	Mike Murray, Mayor	Jenna Moser, Citizen	Lauri Shumway, Citizen (<i>Chairperson</i>)
Evelyn Noyes, Citizen (<i>Secretary</i>)	Richard Yarrington, Alderperson	Shawn Zabinski, Alderperson	
Mary Watkins, Citizen			

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

Committee formed in last quarter of 2018.

They **Volunteer** their time for us.

Meets 3rd Tuesday 6:30pm monthly (Open to public).

(2020: 1-28; 2-18; 3-24(4th Tue); 4-21; 5-19; 6-16; 7-21; 8-18; 9-15; 10-20; 11-17; 12-15)

Patty Ambort-----	Parent/Caregiver
Pam Buchda-----	City of Tomah's Senior & Disabled Services Director
Francis "Trey" Hewuse---- <i>Chairperson</i> ----	Family/Caregiver, THS Special Education Teacher,
Mike Murray-----	City of Tomah Mayor/Senior & Disabled Services Board
Lauri Shumway----- <i>2nd Chairperson</i> --	Parent/Caregiver, Senior & Disabled Services Board
John Van Gundy-----	Community Member/Special Education Teacher
Mary Watkins----- <i>Secretary</i> -----	Parent/Caregiver, Retired Special Education Teacher

NAME	City of Tomah's SENIOR & DISABLED SERVICES EMPLOYEES
Pam Buchda	Senior & Disabled Services Director (SDSD) – Budgeted for 40 hours weekly.
Diane Behrens	Senior & Disabled Services Aide (SDSA) – Budgeted for 20 hours weekly.



103 Leonard Street South
 West Salem, WI 54669
 (608) 779-1323
 www.3rtnetworks.com

City of Tomah & Police Department
3RT Networks Managed Service - 48 month contract
November 4, 2020

Products and Services					
Product	Description	Qty	Unit Price	Discount Price	Total Price
3RT Networks Managed Service					
MS Onboarding NRC	Managed Service Onboarding Configuration & Implementation NRC	60	\$176.00	\$176.00	\$10,560.00
3RT-MS-INFRA MRC	Network Infrastructure Managed Service Monthly Recurring Cost	48	\$1,200.00	\$1,200.00	\$57,600.00
3RT-MS-SERVER MRC	Server Managed Service Monthly Recurring Cost - qty 4	48	\$800.00	\$800.00	\$38,400.00
3RT-MS-WS MRC	Workstation Managed Service Monthly Recurring Cost - qty 60	48	\$2,500.00	\$2,500.00	\$120,000.00
3RT Networks Managed Service					\$226,560.00
Project Summary					
1st Year Total					\$64,560.00
Remaining Contract Total					\$162,000.00
Products & Services Total (48 Month Contract)					\$226,560.00



103 Leonard Street South
West Salem, WI 54669
(608) 779-1323
www.3rtnetworks.com

Product	Description	Qty	Unit Price	Discount Price	Total Price
---------	-------------	-----	------------	----------------	-------------

Terms:

1. Prices are subject to change, without notice, in the event that the product manufacturer raises the price to 3RT Networks, LLC.
 2. Professional services are an estimate, not a fixed quote. Services are quoted based on the information provided and may change if additional information is forthcoming, or specifications change.
 3. Payment term is "Net 10 Days" on all hardware, licenses and service contracts and will be billed upon verification of delivery.
 4. Payment term is "Net 30 Days" on all 3RT Networks, LLC service hours and will be billed weekly.
 5. Prices shown exclude taxes and shipping charges, where applicable.
 6. 3RT Networks, LLC may require access to locations outside of normal business hours.
 7. 3RT Networks, LLC will require the cooperation of the Client's personnel, network vendor(s) and/or telephone company(ies).
- As applicable:*
8. The order may be cancelled for any reason before October 1, 2018.
 9. No product or professional services will be invoiced before October 1, 2018.
may not be able to be tested prior to the cutover to the Cisco Unified Communications System.
 10. A Wide Area Network (WAN) with a minimum of 384Kbps bandwidth at each location is required to support VoIP. Bandwidth requirements are determined by the number of desired simultaneous calls and must be established prior to installation.

Acceptance: Client authorizes the purchase of this order and agrees to the terms included in this quote.

Signature

Purchase Order Number (if applicable)

Name/Title

Date



103 Leonard Street South
 West Salem, WI 54669
 (608) 779-1323
 www.3rtnetworks.com

City of Tomah & Police Department
3RT Networks Managed Service - 72 month contract
November 4, 2020

Products and Services					
Product	Description	Qty	Unit Price	Discount Price	Total Price
3RT Networks Managed Service					
MS Onboarding NRC	Managed Service Onboarding Configuration & Implementation NRC	60	\$176.00	\$176.00	\$10,560.00
3RT-MS-INFRA MRC	Network Infrastructure Managed Service Monthly Recurring Cost	72	\$700.00	\$700.00	\$50,400.00
3RT-MS-SERVER MRC	Server Managed Service Monthly Recurring Cost - qty 4	72	\$800.00	\$800.00	\$57,600.00
3RT-MS-WS MRC	Workstation Managed Service Monthly Recurring Cost - qty 60	72	\$2,500.00	\$2,500.00	\$180,000.00
3RT Networks Managed Service					\$298,560.00
Project Summary					
1st Year Total					\$58,560.00
Remaining Contract Total					\$240,000.00
Products & Services Total (72 Month Contract)					\$298,560.00



103 Leonard Street South
West Salem, WI 54669
(608) 779-1323
www.3rtnetworks.com

Product	Description	Qty	Unit Price	Discount Price	Total Price
---------	-------------	-----	------------	----------------	-------------

Terms:

1. Prices are subject to change, without notice, in the event that the product manufacturer raises the price to 3RT Networks, LLC.
 2. Professional services are an estimate, not a fixed quote. Services are quoted based on the information provided and may change if additional information is forthcoming, or specifications change.
 3. Payment term is "Net 10 Days" on all hardware, licenses and service contracts and will be billed upon verification of delivery.
 4. Payment term is "Net 30 Days" on all 3RT Networks, LLC service hours and will be billed weekly.
 5. Prices shown exclude taxes and shipping charges, where applicable.
 6. 3RT Networks, LLC may require access to locations outside of normal business hours.
 7. 3RT Networks, LLC will require the cooperation of the Client's personnel, network vendor(s) and/or telephone company(ies).
- As applicable:*
8. The order may be cancelled for any reason before October 1, 2018.
 9. No product or professional services will be invoiced before October 1, 2018.
may not be able to be tested prior to the cutover to the Cisco Unified Communications System.
 10. A Wide Area Network (WAN) with a minimum of 384Kbps bandwidth at each location is required to support VoIP. Bandwidth requirements are determined by the number of desired simultaneous calls and must be established prior to installation.

Acceptance: Client authorizes the purchase of this order and agrees to the terms included in this quote.

Signature

Purchase Order Number (if applicable)

Name/Title

Date



MANAGED SERVICE SERVICE ADDENDUM

THIS MANAGED SERVICE - SERVICE ADDENDUM (“*Service Addendum*”) is made and entered into as of the ____ day of _____, 20____ (the “*Effective Date*”), by and between 3RT Networks, LLC (“*3RT*”) and _____ (“*Customer*”), pursuant to, and subject to the terms and conditions of, that certain Master Service Agreement, by and between 3RT and Customer, dated the ____ day of _____, 20____ (the “*MSA*”).

1. Definitions. Capitalized terms not otherwise defined in this Service Addendum shall have the meanings given to them in the MSA. Capitalized terms defined in both the MSA and this Service Addendum shall have the meaning given to them in this Service Addendum.

1.1. “3RT Observed Holidays” means New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, and Christmas Day.

1.2. “After Hours” means any time other than during Core Business Hours.

1.3. “Core Business Hours” means Monday – Friday, 8:00 a.m. to 4:00 p.m. CST, excluding 3RT Observed Holidays.

1.4. “Parties” means 3RT and Customer; “*Party*” means 3RT or Customer.

2. Managed Services. This Service Addendum sets forth the Managed Services (“*Managed Services*”) to be provided by 3RT to Customer under this Service Addendum. The Managed Services include: (a) Onboarding; (b) Infrastructure Work; (c) Server Work; and (d) Workstation Work. Managed Services will be provided only with respect to those systems and components set forth on the “*Managed Service Summary*” attached as *Attachment A (the “Included Items”)*.

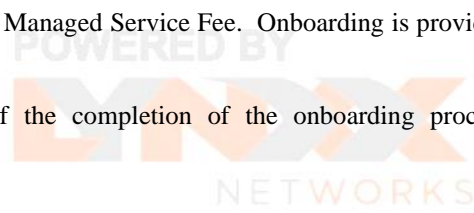
2.1. Onboarding.

(a) 3RT will work with Customer to ensure a smooth and timely onboarding process. Onboarding is the process by which 3RT works with Customer to identify and understand Customer's current IT systems and how to support Customer’s unique business requirements. This time is also utilized to discuss Customer’s concerns as they relate to its IT systems.

(b) The onboarding process may include small projects necessary to remedy or improve the Customer environment as necessary to effectively provide the Managed Service.

(c) The onboarding process is not included in the Monthly Managed Service Fee. Onboarding is provided on a time and materials basis.

(d) 3RT shall provide Customer with written notice of the completion of the onboarding process (“*Completion of Onboarding*”).



2.2. Infrastructure Work.

- Hardware (as set forth in the Managed Service Summary)
 - Switches
 - Firewalls
 - Routers
 - Wireless LAN
- Software (necessary to provide the Managed Services)
- Proactive Maintenance
- Proactive Monitoring
- Incident Response

2.3. Server Work.

- Hardware (as set forth in the Managed Service Summary)
- Software (necessary to provide the Managed Services)
 - Endpoint Security
 - Backup Agent
- Proactive Maintenance
- Proactive Monitoring
- Incident Response

2.4. Workstation Work.

- Hardware (as set forth in the Managed Service Summary)
- Software (necessary to provide the Managed Services)
 - Endpoint Security
 - Web Security
- Proactive Maintenance
- Proactive Monitoring
- Incident Response

2.5. Excluded Items. All systems and components not included in the Managed Services Summary including, but not limited to, those set forth on *Attachment B* (the “*Excluded Items*”) are excluded from, and will not be included in, the Managed Services.

2.6. Definitions.

(a) Proactive Monitoring. 3RT will use third party remote agent-based monitoring tools installed on Customer's IT systems to provide visibility into Customer's IT systems with respect to the Included Items only. These monitoring tools will leverage text, email, and direct ticketing to alert 3RT of incidents or problems with the Included Items. When an alert notification is received by 3RT, Customer agrees to allow 3RT to use best practices and judgement to determine if an alert requires immediate attention, or if the resolution can be scheduled. If 3RT determines that the alert requires immediate attention, 3RT will open a trouble ticket and commence remediation efforts and attempt to notify Customer as soon as practicable.

(b) Proactive Maintenance.

(i) To maintain secure and productive IT systems with respect to the Included Items only, 3RT will implement a system maintenance process. This process is conducted on a quarterly or annual basis, as determined by manufacturer best practices.

(ii) There are two steps to the system maintenance process:

(A) Assessment. A 3RT engineer will execute an assessment utilizing third party tools or scripts to gather information. 3RT will determine what remediation steps, if any, are necessary.

(B) Remediation. Upon Customer approval, 3RT will provide agreed upon scheduled remediation (no trouble ticket will be opened). No remediation shall be undertaken without customer approval.

(c) Incident Response. 3RT shall respond to an incident identified through proactive monitoring alerts (a trouble ticket will be opened) or a trouble ticket initiated by the Customer with respect to an Included Item. 3RT's incident response process is intended to restore "normal" service operation as quickly as possible, while minimizing any adverse impact on business operations or network users.

Incident Management Process

- Incident Investigation – Investigating incidents identified through proactive monitoring alerts or a trouble ticket initiated by the Customer.
- Incident Logging -- Determining priority by establishing the impact and urgency of the incident.
- Incident Investigation and Diagnosis -- Determining the best course of action for correction.
- Incident Assignment or Escalation -- Determining where the incident should be routed based on technology and priority.
- Incident Resolution -- Upon resolution, testing to confirm recovery.
- Incident Closure -- Customer communication and notification by 3RT that the incident has been resolved and the trouble ticket closed.

3. Extended Services. Extended Services may be provided by 3RT for the Excluded Items. Customer may request Extended Services by opening a trouble ticket. If Extended Services are provided by 3RT, 3RT certified engineers will provide Customer with phone, remote and/or on-site personalized support and assistance, on a time and materials basis. Extended Services are not included in the Managed Service Fee.



4. Trouble Tickets. Customer may open a trouble ticket during Core Business Hours by emailing service@3rtnetworks.com or calling (608) 779-1323. Customer may open a trouble ticket during After Hours by calling Technical Support at (608) 779-43RT (4378) or (877) 779-43RT (4378).

(a) Trouble tickets are managed with time stamped activities. 3RT will respond to an open trouble ticket in the following time frames:

Core Business Hour Response Time	30 Minutes
After Hours Response Time	2 Hours

Customer will be able to communicate with 3RT and review trouble ticket status utilizing third party management tools provided by 3RT. 3RT will notify Customer upon trouble ticket resolution.

5. Customer Obligations. Customer agrees to provide the following to 3RT:

- Remote access to Customer’s IT network.
- Physical access to building(s) and network closet(s), in the event remote remediation is not possible.
- Updated Customer contact information for notifications, which is currently set forth in **Attachment B**.

6. Service Term.

6.1. The Initial Service Term. The initial term of this Service Addendum shall commence upon the Completion of Onboarding (“**Service Commencement Date**”) and shall continue in effect thereafter for a period of _____ (__) months (the “**Initial Service Term**”), unless earlier terminated as provided in the MSA or this Service Addendum.

6.2. AUTOMATIC RENEWAL SERVICE TERM.

(a) THE PARTIES AGREE THAT THIS SERVICE ADDENDUM SHALL AUTOMATICALLY RENEW UNLESS EITHER PARTY PROVIDES THE OTHER WITH WRITTEN NOTICE OF ITS DESIRE NOT TO RENEW THE SERVICE ADDENDUM AND TO TERMINATE THE SAME.

(b) UNLESS NOTICE OF NON-RENEWAL IS PROVIDED, THIS SERVICE ADDENDUM SHALL AUTOMATICALLY RENEW FOR CONSECUTIVE PERIODS OF TWELVE (12) MONTHS (EACH A “**RENEWAL SERVICE TERM**”).

(c) EACH RENEWAL SERVICE TERM SHALL BE ON THE SAME TERMS AND CONDITIONS PROVIDED HEREIN WITHOUT AN INCREASE IN RATES FOR MANAGED SERVICES.

(d) IN ORDER TO NONRENEW THIS SERVICE ADDENDUM, EITHER PARTY MAY PROVIDE THE OTHER PARTY WITH A NOTICE OF NON-RENEWAL.

(e) THE NOTICE OF NON-RENEWAL MUST BE PROVIDED TO THE OTHER PARTY AT LEAST THIRTY (30) DAYS PRIOR TO THE CONCLUSION OF THE THEN-CURRENT SERVICE TERM.

Customer Initials: _____

6.3. Service Term. The Initial Service Term and any Renewal Service Term may be referred to herein, collectively and individually, as the “**Service Term**”.

7. Fees.

7.1. Monthly Managed Service Fee. A monthly recurring fee in the amount of _____ Dollars (\$____). 3RT shall invoice Customer monthly for the Managed Service Fee, which shall be due within ten (10) days of the date of invoice. If the Service Commencement Date is other than the first day of a calendar month, the Monthly Managed Service Fee for the first month shall be prorated.

(a) Adjustment of Monthly Managed Service Fee.

(i) At any time during the first six (6) months of the Initial Service Term, 3RT may increase or decrease the Monthly Managed Service Fee for the remainder of the Term by providing written notice to Customer of the revised Monthly Managed Service Fee. The Monthly Managed Service Fee adjustment shall be based on further evaluation of the Customer environment and newly identified requirements, 3RT shall not increase the Monthly Managed Service Fee by more than twenty-five percent (25%). The revised Monthly Managed Service Fee shall become effective on the date set forth in the notice, which shall be at least (30) days after the notice.

(ii) At any time during the Term, 3RT may increase the Monthly Managed Service Fee for the remainder of the Term based by providing written notice to Customer of the revised Monthly Managed Service Fee. The Monthly Managed Service Fee adjustment shall be based on changes in the Customer environment including, without limitation, increases in network users, data usage, or other related consumption, and newly identified requirements. The revised Monthly Managed Service Fee shall become effective on the date set forth in the notice, which shall be at least (30) days after the notice.

7.2. Extended Services Fees. Extended Services will be provided on a time and materials basis. Professional service hours provided by 3RT will be invoiced in 15-minute increments at 3RT's then-current rates for labor, less a five percent (5%) discount. Invoices for professional service hours shall be due within thirty (30) days of the date of invoice. Hardware, software and third-party services will be invoiced upon verification of delivery / performance. Invoices for hardware, software and third-party services shall be due within ten (10) days of the date of invoice.

8. Early Termination Charge. In the event that Customer has not committed an Event of Default, and it desires to terminate this Service Addendum prior to the expiration of the Initial Service Term (except in response to an Event of Default by 3RT), Customer may do so by providing written notice to 3RT accompanied by payment of an early termination charge equal to: (a) if the Initial Service Term is thirty-six (36) months, one hundred percent (100%) of the Monthly Managed Service Fee due through the end of the Initial Service Term of this Service Addendum; or (b) if the Initial Service Term is greater than thirty-six (36) months, seventy-five percent (75%) of the Monthly Managed Service Fee due through the end of the Initial Service Term of this Service Addendum.

9. IT Support Services and/or Projects. Any and all services request by Customer outside the terms of this Service Addendum will be considered IT Support Services and/or Projects and will be quoted and billed separately.

[Signature Page to Follow]



IN WITNESS WHEREOF, the Parties have executed this Service Addendum as of the Effective Date.

3RT:

CUSTOMER:

3RT NETWORKS, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____





ATTACHMENT A
MANAGED SERVICES SUMMARY

[See Attached]



ATTACHMENT B

EXCLUDED ITEMS

The following systems and components of Customer's network are Excluded Items excluded from the Managed Services. The Excluded Items may be the subject of (i) Extended Services under this Service Addendum, or (ii) IT Support Services and/or Projects that will be quoted and billed separately.

- 1.
- 2.





ATTACHMENT C
CUSTOMER CONTACT INFORMATION

	Primary	Secondary
Name		
Phone		
Email		



STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approval of a 48 or 72 Month Contract for IT Managed Services for the City of Tomah & Tomah Police Department

Summary and Background Information:

(Appropriate Documentation Attached)

I have requested alternate pricing information for the Contract and the pricing from 3RT IT Managed Services as requested at the budget meeting. The pricing for the 72 month contract is \$6,000 less per year. The reason that the pricing is reduced for the longer contract is because of the infrastructure costs are reduced when 3RT purchases these components. Companies give price breaks for these components when purchased for longer terms which gives us reduced costs.

Recommendation:

Approve the appropriate contract and authorize the Mayor to sign the 3RT IT Managed Service Contract.

Julia Mann

11/5/2020

Julia Mann, City Treasurer

Date



MASTER SERVICE AGREEMENT

3RT Master Service Agreement

THIS MASTER SERVICE AGREEMENT (“MSA”) is made and entered into this ____ day of _____, 20____ (the “*Effective Date*”), by and between 3RT Networks, LLC (“*3RT*”) and _____ (“*Customer*”). 3RT and Customer may each individually be referred to as a “*Party*,” and collectively as the “*Parties*.”

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of MSA; Service Addendums; Quotes.

This MSA and any Service Addendums attached hereto, or subsequently incorporated herein, set forth the terms and conditions for 3RT’s provision of certain services (“*Services*”) to Customer. This MSA and any 3RT project quote executed by 3RT and Customer subsequently incorporated herein (each a “*Quote*”), set forth the terms and conditions for the provision of products and services under that Quote (the “*Project*”) to Customer. Any Service Addendum or Quote shall be considered part of this MSA and all terms of this MSA shall apply to the Service Addendum or Quote. In the event of any conflict between the terms contained in this MSA and the terms contained in a Service Addendum or a Quote, the Service Addendum or Quote terms shall control.

2. Term; Termination.

2.1. Term. This MSA shall commence on the Effective Date and shall continue in full force and effect until terminated by either 3RT or Customer upon notice to the other Party. Notwithstanding, this MSA shall remain in effect so long as any Service Addendum or outstanding Quote remains in effect, and shall terminate on the first day after a notice of termination that there is no longer a Service Addendum or outstanding Quote in effect hereunder.

2.2. Service Term. Each Service Addendum shall be in effect for the term stated in the Service Addendum unless earlier terminated as allowed in this MSA or the applicable Service Addendum. (“*Initial Service Term*”). Each Service Term shall commence upon the Service Commencement Date as set forth in the Service Addendum. If the Service

Addendum is renewable, the terms of such renewal shall be set forth in the Service Addendum.

2.3. Project Term. Each Quote shall remain in effect until the Project governed by the Quote is complete, or the Quote is otherwise terminated as permitted by this MSA or the Quote.

3. Prices. Prices for Services provided by 3RT appear in the applicable Service Addendum(s) or in exhibits or attachments to those Service Addendums (“*Service Fees*”). Prices applicable to Projects appear in the applicable Quote or in exhibits or attachments to the Quote (“*Project Fees*”). Service Fees and Project Fees are referred to herein as “*Fees*”.

3.1. Third-Party Service(s). 3RT may procure from a third-party provider services in connection with the Services requested by Customer (“*Third-Party Services*”), and Customer acknowledges and agrees that: (a) the Third-Party Services will be provided by a third-party provider; (b) the Third-Party Services will function and perform in accordance with the service level obligations provided by the third-party provider to 3RT; (c) any rights, remedies, outage credits, or other service-specific terms that the Customer may have or be entitled to under this MSA are limited to the same terms that 3RT has in place with the third-party provider; (d) Customer will be responsible for paying all costs for any Third-Party Services; and (e) if the Customer cancels or terminates any Service which includes a Third-Party Service prior to the conclusion of the Service Term or Project Term, then Customer will pay any cancellation and/or early termination charges 3RT actually incurs for the cancellation or termination of such Third-Party Services.

4. Taxes. Customer shall be responsible for the payment of all federal, state, local, or foreign taxes and similar fees (whether considered imposed on 3RT or Customer, and regardless of characterization as sales, use, value added, excise, gross receipts, privilege, duties, fees, assessments, surcharges, or other similar liabilities) now in force or enacted in the future, imposed by any government authority in connection with the Services provided under any applicable Service Addendum(s) or in connection

with a Project under any applicable Quote(s) (“**Taxes**”). Customer will promptly reimburse 3RT for any Taxes subject to this provision in the event 3RT is required to or does pay such taxes. Notwithstanding the foregoing, Customer shall not be responsible for paying any taxes upon the real or personal property of 3RT, or upon the net income or profits of 3RT.

4.1. Tax Exemption. If Customer is eligible for exemption from certain Taxes, Customer shall continue to pay for all such Taxes until such time as Customer delivers appropriate certifications or exemption certificates to 3RT in accordance with Applicable Law.

5. Payment Terms. 3RT shall invoice Customer for amounts due hereunder (including all applicable Fees and Taxes) at the Customer address set forth below Customer’s signature herein, or another address if requested by Customer. The date upon which payments are due shall be determined by the applicable Service Addendum or Quote, and set forth in each invoice (the “**Due Date**”).

5.1. Late Fee; Security Deposit. If any amount due to 3RT under this MSA is not received by 3RT on or before the Due Date, then 3RT may in its sole discretion (a) impose a late payment charge of the lesser of (1%) per month or the highest rate legally permissible (“**Late Fee**”), which Late Fee, unless otherwise agreed to by 3RT in writing, shall automatically be applied to all unpaid past due amounts; and (b) require a security deposit, as a condition of the continued availability of any Services under any Service Addendum, or with respect to the continued performance of any Project.

5.2. Remedies. In addition to any other rights and remedies 3RT may have under this MSA, a Service Addendum or a Quote, or at law or equity, if Customer fails to pay any invoice by the Due Date, 3RT reserves the right to do any or all of the following until all amounts owed by Customer are paid in full: (a) place any requests for Services or a Project on hold; (b) refuse to provide new Services not yet provisioned under any Service Addendum or commence performance not yet started for any Project; or (c) suspend the provision of any Services under any Service Addendum or the performance with respect to any Project.

5.3. No Set-Off. Customer agrees that its obligations to pay any and all amounts due 3RT

or any third-party under this MSA shall not be subject to set-off or recoupment.

5.4. Non-Sufficient Funds. If a payment is returned for non-sufficient funds, Customer agrees to pay a charge equal to the greater of \$35.00 or the actual bank charges to 3RT.

5.5. Credit Card and Automated Clearing House (“ACH”) Payments. If Customer is paying 3RT through Customer’s credit card, Customer agrees, within ten (10) days of any change, to provide 3RT with an updated credit card account number and expiration date, if Customer’s credit card information changes. Similarly, if Customer has made arrangements for 3RT to collect Customer payments by automatic transfer from Customer’s bank account through an ACH payment, Customer agrees to notify 3RT within ten (10) days of any change to Customer’s bank account information.

5.6. Collection. If 3RT incurs any expenses in collecting any amounts due and owing to 3RT under this MSA including, but not limited to, reasonable attorney’s fee or fees associated with a collection agency, Customer acknowledges and agrees that to the maximum extent permitted by Applicable Law Customer is responsible to reimburse 3RT for payment of such expenses.

6. Disputed Amounts. Customer shall have the right to dispute any invoiced amount Customer reasonably believes is incorrect (the “**Disputed Amount**”). Such disputes shall be resolved in accordance with **Section 18**. Late Fees shall not initially apply for Disputed Amounts, provided Customer: (a) pays all undisputed charges on or before the Due Date and (b) presents a written statement of Disputed Amounts to 3RT prior to the invoice Due Date. In the event such dispute is resolved in favor of 3RT, Customer agrees to pay the Disputed Amount and Late Fees determined from the Due Date within ten (10) days of resolution. In the event such dispute is resolved in favor of Customer, 3RT, shall provide Customer a credit for the Disputed Amount on its next invoice that is at least ten (10) days after resolution. In the event the dispute cannot be resolved within the time period set forth in **Section 18.1** (unless the Parties have agreed in writing to extend such period), all Disputed Amounts together with Late Fees shall become due and payable. Subject to **Section 6.1** below, this provision shall not be construed to prevent a Party from pursuing any available legal or equitable remedies.

6.1. Waiver. Notwithstanding anything to the contrary herein, (a) if Customer does not provide 3RT notice of a Disputed Amount in writing within sixty (60) days of a Due Date, then the invoice shall be final and conclusively presumed to have been approved by Customer, and Customer shall be deemed to have waived its dispute rights for that invoice, and Customer shall be deemed to have agreed to pay the invoice and any applicable Late Fees, and Customer shall be estopped from contesting the same; or (b) if a dispute cannot be resolved within the time period set forth in *Section 18.1* (unless the Parties have agreed in writing to extend such period), and Customer does not commence legal action within sixty (60) days after expiration of the time period set forth in *Section 18.1* (unless the Parties have agreed in writing to extend such period), then the dispute shall be finally and conclusively presumed to have been resolved in favor of 3RT, and Customer shall be deemed to have waived its dispute rights for that Disputed Amount, and Customer shall be deemed to have agreed to pay the Disputed Amount and any applicable Late Fees, and Customer shall be estopped from contesting the same.

7. Credit Approval. Customer's execution of this MSA signifies Customer's acceptance of 3RT initial and continuing credit approval procedures and policies. 3RT reserves the right to withhold activation of Services pending 3RT initial satisfactory credit review. 3RT reserve the right to modify 3RT credit requirements in light of Customer actual usage and payment history. 3RT may also run credit reports on Customer at any time. Customer agrees to provide 3RT with updates on Customer financial condition upon 3RT reasonable request.

8. Title. Title to software or equipment provided to Customer for use under any Service Addendum or any Quote will remain with 3RT or the third-party provider, as the case may be. Use of any software or equipment related to any Services or Project is subject to execution by Customer of then-current license/lease agreements with 3RT or the third-party provider, as the case may be, as the same may be updated from time to time by 3RT or such third-party provider. Upon termination of a Service Addendum or completion of a Project, all software or equipment provided to Customer for use thereunder shall be promptly returned to 3RT or the third-party provider, as the case may be.

9. Customer Obligations. Customer will: (a) use Services to engage in only lawful activities; (b) use

Services in accordance with 3RT's acceptable use policy and the acceptable use policy of any third-party provider, which 3RT and the third-party provider may update from time-to-time, in their sole discretion; (c) not use Services in violation of any Applicable Law; (d) not use Services to violate or infringe upon the rights of 3RT, or any third-party, including without limitation, contractual rights, intellectual property rights, and privacy rights; (e) not use Services in any manner that encourages conduct that would constitute a criminal offense or give rise to civil liability; (f) not use Services or 3RT or third-party provider software or equipment in such a manner as to interfere unreasonably with the use of Services, or 3RT or third-party provider software or equipment, by other 3RT customers or authorized users; (g) not provide false or misleading credit information; (h) provide documentation and information reasonably requested by 3RT necessary for the provision or use of Services or with respect to a Project; (i) provide reasonable cooperation to 3RT regarding the installation of any equipment as may be required for 3RT to interface to Customer's (or its third-party customers') facilities or equipment, and any related modification to Customer's (or its third-party customers') facilities or equipment for the provision of Services or with respect to a Project; (j) provide, maintain and permit access to its facilities or equipment to the extent necessary for 3RT to provide any Services or with respect to a Project; (k) obtain from any third-party any authorizations necessary to access its facilities or equipment to the extent necessary for 3RT to provide any Services or with respect to a Project; (l) provide such other cooperation as is reasonably required by 3RT for the provision of Services or with respect to a Project; (m) notify 3RT in writing at least ninety (90) days prior to any changes to any Customer (or its third-party customers') facilities, equipment, software, operations, network components or procedures that would affect the operation, provision or use of Services or with respect to a Project; and (n) report malfunctions of Services to 3RT as soon as reasonably practicable.

10. Elimination or Modification Services. 3RT reserves the right to eliminate and/or modify Services during a Service Term upon prior written notice to Customer, which notice will state the effective date for the elimination or modification. 3RT shall use commercially reasonable efforts to provide not less than ninety (90) days advance notice of the elimination and/or modification. In the event 3RT notifies Customer of an elimination or modification for a Service, Customer may terminate the Service Addendum with respect to the Service affected by the elimination or modification of Service by providing

notice to 3RT prior to the effective date of the elimination or modification.

11. Default; Termination.

11.1. Event of Default. An “*Event of Default*” shall occur (a) if a Party fails to perform or breaches any material term or condition of this MSA, a Service Addendum or a Quote, and does not cure such breach within thirty (30) days (ten (10) days for non- or late payment) following receipt of a written notice from the non-breaching Party; provided, however, in the event that the failure to perform or breach (other than for non- or late payment) is of such a nature that it cannot be cured within such thirty (30) day period, then such failure to perform or breach shall not be deemed to be an Event of Default so long as the Party, after receiving such notice, proceeds to cure the failure to perform or breach as soon as reasonably possible and continues to take all steps reasonably necessary to complete the same within a period of time which, under all prevailing circumstances, shall be reasonable; or (b) if a Party has had an Insolvency Event. An “*Insolvency Event*” means making a general assignment for the benefit of all or substantially all of a Party’s creditors; filing a voluntary petition under any bankruptcy, insolvency or similar laws, or any petition or answer seeking, consenting to, or acquiescing in reorganization or similar relief; or having an involuntary petition in bankruptcy or other insolvency protection filed against the applicable Party which is not terminated within sixty (60) days of such commencement.

11.2. 3RT Remedies. Upon the occurrence of an Event of Default by Customer, 3RT may in its sole discretion, upon written notice to Customer: (a) terminate this MSA and all Service Addendums and Quotes, (b) without terminating this MSA terminate any but not all Service Addendums and Quotes as determined by 3RT. In addition, 3RT may (x) place any requests for Services or a Project on hold; (y) refuse to provide new Service not yet provisioned under any Service Addendum or commence performance not yet started for any Project; or (z) suspend the provision of any Services under any Service Addendum or the performance with respect to any Project. No remedy referred to in this *Section 11.2* is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this MSA, a Service Addendum, or

a Quote, or otherwise available under Applicable Laws or in equity.

11.3. Customer Remedies. Except as expressly provided in a Service Addendum or a Quote, Customer’s exclusive remedy upon the occurrence of an Event of Default by 3RT shall be to terminate, upon written notice to 3RT, only the Service Addendum(s) or Quote(s) affected by the Event of Default. In the event Customer terminates a Service Addendum or Quote as a result of an Event of Default by 3RT, Customer shall have no further obligation to make payments under the terminated Service Addendum or Quote, except for any outstanding amounts due and owing for Services provided under the terminated Service Addendum or for products or services provided under that terminated Quote.

11.4. Modification or Termination Due to Changes in Permits or Applicable Law. In the event that (a) any certificate, permit, license, or approval (“*Permits*”) applied for or issued to 3RT in connection with the provision of Services or with respect to a Project is canceled, expires, lapses, or is otherwise withdrawn or terminated by a Governmental Authority such that the costs or terms of delivery of a Service by 3RT or with respect to a Project are materially impacted, or (b) any change in Applicable Law has a material adverse impact on the costs or other terms of delivery of a Service, or with respect to a Project, then 3RT and Customer will negotiate, in good faith, regarding how to address the change. In the event the Parties are unable to reach agreement within thirty (30) days after 3RT’s delivery of written notice requesting negotiation, then 3RT may modify the Service Addendum for any affected Service or the Quote with respect to any affected Project, upon written notice to Customer, to the extent necessary to address such change, or terminate the affected Service Addendum(s) or Quote(s). If 3RT elects to modify a Service Addendum or Quote, Customer may terminate the Service Addendum or Quote by delivering written notice of termination to 3RT no later than thirty (30) days after its receipt of 3RT’s notice.

11.5. No Other Termination. Other than as expressly provided herein or in a Service Addendum or a Quote, neither Party shall have the right to terminate this MSA or any Service Addendum or Quote.

11.6. Payment by Customer Upon Termination. Except as otherwise provided in a Service Addendum, in the event of termination of a Service Addendum prior to the expiration of the then-current Service Term, other than as permitted by Customer, Fees for any Services (including fees for any Third-Party Services) under the then-current Service Term of the Service Addendum shall be immediately and automatically accelerated and due and payable to 3RT within ten (10) days of the termination date. Except as otherwise provided in a Quote, in the event of termination of a Quote prior to completion of the Project governed by the Quote, other than as permitted by Customer, Fees (including fees for any Third-Party Services) under the Quote shall be immediately and automatically accelerated and due and payable to 3RT within ten (10) days of the termination date. To the extent any amount due under this *Section 11.6* is deemed to be liquidated damages, Customer acknowledges that the amount of damage 3RT would suffer as a result of the early termination of a Service Addendum or Quote is difficult to estimate and that the liability provided for hereunder reflects the Parties' reasonable estimation of the anticipated damages 3RT may incur.

11.7. Liability Upon Termination. Termination of this MSA or any Service Addendum or Quote, or any part thereof, for any cause will not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues with respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this MSA or any Service Addendum or Quote to survive termination of the same.

12. Assignment. Notwithstanding anything to the contrary contained in this MSA, neither Party shall have the right to assign any part or all of its interest in this MSA or any Service Addendum or Quote to any other person or entity, without the prior written consent of the other Party, which shall not be unreasonably withheld, except that 3RT shall be permitted to assign its rights, and delegate its obligations, liabilities, and duties under this MSA, any Service Addendum or any Quote, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, an Affiliate of 3RT or to an entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise, and upon such assignment shall have no further obligations under

this MSA, any Service Addendum or any Quote. Any assignment in contravention of this this Section shall be void.

13. Force Majeure. In the event 3RT's performance of this MSA, any Service Addendum or any Quote, or its obligations hereunder and thereunder, are either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake, tornado, or like acts of God, wars, civil commotion, explosion, acts of public enemy, terrorist acts, embargo, acts of the government in its sovereign capacity, work stoppages, power failures, or any other circumstances beyond the reasonable control of 3RT (a "*Force Majeure Event*"), 3RT, upon giving notice to Customer, will be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference.

14. WARRANTIES. EXCEPT AS SPECIFICALLY PROVIDED IN A SERVICE ADDENDUM OR QUOTE, THE SERVICES AND PRODUCTS PROVIDED BY 3RT AND ITS SUPPLIERS OR THIRD-PARTY PROVIDERS UNDER THIS MSA, ANY SERVICE ADDENDUM OR QUOTE ARE PROVIDED ON AN "**AS IS, WHERE IS**" BASIS WITH "**ALL FAULTS.**" EXCEPT AS SPECIFICALLY PROVIDED IN A SERVICE ADDENDUM OR QUOTE, 3RT, ITS SUPPLIERS, AND THIRD-PARTY PROVIDERS MAKE NO WARRANTIES OF ANY KIND, AND 3RT, ITS SUPPLIERS, AND THIRD-PARTY PROVIDERS SPECIFICALLY DISCLAIM AND EXCLUDE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY: (a) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (b) OF NON-INFRINGEMENT, (c) ARISING BY STATUTE OR OTHERWISE IN LAW, OR BY USAGE OR TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE; (d) THAT SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS; AND (e) THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT OR THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE BE LOST OR DAMAGED. 3RT MAKES NO WARRANTY REGARDING NETWORK SECURITY; ENCRYPTION EMPLOYED BY ANY SERVICE; THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED, OR LOAD BALANCED; OR THAT 3RT'S OR ITS THIRD-PARTY PROVIDERS' SECURITY PROCEDURES WILL

PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA.

15. LIMITATION OF LIABILITY AND NATURE OF AVAILABLE DAMAGES.

15.1. IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, THIRD-PARTY PROVIDERS, LICENSORS, CONTRACTORS, AGENTS, REPRESENTATIVES, ASSIGNS OR SUCCESSORS, BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER ECONOMIC DAMAGE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS MSA, ANY SERVICE ADDENDUM OR ANY QUOTE, OR THE SERVICES OR PRODUCTS PROVIDED BY 3RT, ITS SUPPLIERS, THIRD-PARTY PROVIDERS, LICENSORS, OR CONTRACTORS, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2. IN NO EVENT SHALL 3RT BE RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (a) CUSTOMER'S INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF: ANY TERMINATION OR SUSPENSION OF THIS MSA OR ANY SERVICE ADDENDUM OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICES; 3RT'S DISCONTINUATION OF ANY OR ALL OF THE SERVICES; ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS; OR ANY ERRORS, OMISSIONS, DELAYS, OUTAGES, FAILURES, OR INTERRUPTIONS OF ANY SERVICES; (b) THE COST OR

PROCUREMENT OF SUBSTITUTE SERVICES; (c) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH THIS MSA OR ANY SERVICE ADDENDUM OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICES; OR (d) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF CUSTOMER'S CONTENT OR OTHER DATA.

15.3. THE SOLE LIABILITY OF 3RT, ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, THIRD-PARTY PROVIDERS, LICENSORS, CONTRACTORS, AGENTS, REPRESENTATIVES, ASSIGNS OR SUCCESSORS,, TO CUSTOMER FOR ANY REASON, UNDER ANY THEORY OF TORT, CONTRACTS, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF 3RT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS MSA, ANY SERVICE ADDENDUM OR ANY QUOTE, OR THE PROVISION OF ANY SERVICES OR PRODUCTS, SHALL BE LIMITED TO CUSTOMER'S PROVEN DIRECT DAMAGES AND SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO A CLAIM; PROVIDED, HOWEVER, THAT THE FOREGOING CLAUSE IS NOT INTENDED, AND SHALL NOT BE DEEMED, TO LIMIT OR RESTRICT 3RT'S LIABILITY TO THE EXTENT ANY SUCH CLAIM IS COVERED AND ACTUALLY PAID BY INSURANCE MAINTAINED BY 3RT.

15.4. THESE LIMITATIONS WILL APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

16. Indemnification.

16.1. Customer shall, to the fullest extent permitted by law, indemnify, defend and hold harmless 3RT and its officers, directors, employees, contractors, licensors, suppliers, third-party providers, Affiliates, agents,

representatives, assigns and successors, from and against all damages, liabilities, losses, fines, charges, assessments, penalties, injuries, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from third-party claims, demands, actions, or lawsuits ("**Claims**"), that arise from: (a) Customer's use of Services provided under a Service Addendum or any products or services provided under a Quote, (b) Customer's provision of services or products to its end user customers, (c) material breach of any provision of this MSA, any Service Addendum or any Quote by Customer, or any of its officers, directors, employees, contractors, agents, representatives, assigns or successors, (d) any negligent act or omission, or willful misconduct of Customer, or any of its officers, directors, employees, contractors, agents, representatives, assigns or successors, or (e) violation of Applicable Law by Customer, or any of its officers, directors, employees, contractors, agents, representatives, assigns or successors. Notwithstanding the obligations set forth above in this **Section 16.1**, Customer shall not be obligated to indemnify, defend or hold harmless 3RT and its officers, directors, employees, contractors, licensors, suppliers, third-party providers, Affiliates, agents, representatives, assigns and successors, to the extent that a Claim is caused by: (y) a material breach of any provision of this MSA, a Service Addendum, or a Quote by 3RT, or any of its officers, directors, employees, contractors, licensors, suppliers, Affiliates, agents, representatives, assigns or successors, or (z) any negligent act or omission, or willful misconduct of 3RT, or any of its officers, directors, employees, contractors, licensors, suppliers, third-party providers, Affiliates, agents, representatives, assigns or successors.

16.2. In connection with any claim for indemnification, the indemnified party will (a) promptly notify the indemnifying party in writing of any Claim for which the indemnified party alleges that the indemnifying party is responsible under this MSA, and tender the defense of such Claim to the indemnifying party (using counsel reasonably acceptable to the indemnified party), and (b) cooperate with the indemnifying party, at the indemnifying party's expense, in every reasonable manner with the defense or settlement of such Claim. The indemnifying party shall keep the indemnified party reasonably and timely apprised of the status of the Claim. The indemnified party shall

have the right to retain its own counsel, at its expense, and participate in, but not direct the defense, provided, however, that if there are reasonable defenses in addition to those asserted by the indemnifying party, the indemnified party and its counsel may direct such defenses, which shall be at the indemnified party's expense. The indemnifying party will not be liable under this section for settlements or compromises by the indemnified party of any Claim related to the indemnifying party's obligation to indemnify under this section unless the indemnifying party has approved the settlement or compromise in advance or unless the defense of the Claim has been tendered to the indemnifying party in writing and the indemnifying party has failed to properly undertake the defense. In no event shall the indemnifying party settle a third-party claim or consent to judgment with regard to a third-party claim without the indemnified party's prior written consent, which consent shall not be unreasonably withheld.

17. CONFIDENTIAL INFORMATION. Except as required by Applicable Law, each Party shall, during the applicable Service Term of a Service Addendum and the Project Term for a Quote, and for two (2) years thereafter: (a) use the other Party's Confidential Information only for the purposes of the applicable Service Addendum or the Project, (b) not disclose the other Party's Confidential Information to third parties except as provided below, and (c) protect the other Party's Confidential Information from disclosure using the same degree of care it uses for its own similar Confidential Information (but no less than a reasonable degree of care). Notwithstanding the foregoing, the obligation to maintain the confidentiality of trade secret information shall survive as long as the information disclosed qualifies as trade secret information under Applicable Law. A Party may disclose the other Party's Confidential Information to its employees, contractors, suppliers, third-party providers, licensors, agents and representatives (including professional advisors, such as accountants, attorneys and consultants) who have a need to know such information and who are bound to protect it from unauthorized use and disclosure. In any case, a Party is responsible for the treatment of Confidential Information by any third party to whom it discloses such information. In addition, information, whether or not Confidential Information, may be disclosed by a receiving Party as may be required or authorized by Applicable Law, provided the receiving Party first notifies the disclosing Party in order to permit the disclosing Party to seek protective arrangements. Confidential Information remains the property of the disclosing Party and,

upon written request of the disclosing Party, must be returned or destroyed. In the event the Parties have signed a separate confidentiality agreement which applies to any Service Addendum or Quote, the terms of the separate confidentiality agreement applicable to a particular Service(s) or Project(s) will take precedence over this **Section 16** to the extent of any inconsistency.

18. Dispute Resolution. With respect to any controversy, claim, or dispute, including those related to Disputed Amounts (collectively "**Disputed Claims**") arising out of or relating to this MSA, any Service Addendum, or any Quote, except for claims relating to injunctions, specific performance, or other equitable relief ("**Equitable Claims**") the Parties shall attempt to resolve the same informally using the process set forth herein.

18.1. Procedure. Each Party has designated in **Attachment A**, attached hereto, a representative as point of contact and decision-making for Disputed Claims. Either Party may modify the designated representative upon written notice to the other Party. Any Disputed Claims shall in all instances be initially referred to the Parties' designated representatives who shall render a mutually agreeable resolution of the Disputed Claim, in writing, within twenty (20) days of such referral.

18.2. Additional Remedies. In the event that any Disputed Claim cannot be resolved within the twenty (20) day time period, the Parties may, subject to the limitations contained in this MSA, seek any remedy available at law or equity.

19. Notice. Any notice to a Party required or permitted under this MSA or any Service Addendum shall be in writing and shall be: (a) delivered personally; (b) delivered by express overnight delivery service; or (c) mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt required. Notices will be deemed received on the date of delivery or when delivery is refused. Notices will be addressed to the Parties as follows, or to such other address designated by notice to the other Party:

3RT:

3RT Networks, LLC
Attn: Tracy Tobin
103 Leonard St. S
West Salem, WI 54669

Customer:

Attn: _____

20. Miscellaneous.

20.1. Definitions. As used in this MSA (including any Attachments, Service Addendums or Quotes attached hereto or incorporated herein), the following terms shall have the following meanings with such definitions to be applicable to both the singular and plural use of the terms.

(a) "**Affiliate**" shall mean, with respect to a Party, any entity at any time Controlling, Controlled by, or under common Control with, such Party, but only as long as such entity meets these requirements.

(b) "**Applicable Law**" shall mean any law, statute, common law, rule, code, executive order, ordinance, regulation, requirement, ruling or judgment of any Governmental Authority or any order, writ, injunction or decree, whether preliminary or final, entered by any Governmental Authority.

(c) "**Confidential Information**" shall mean, with respect to either Party, this MSA, any Service Addendum, or any Quote, and any confidential business or technical information or materials of such Party which are either specifically marked or otherwise clearly designated as confidential, or which are by their nature or the circumstances of disclosure reasonably understood to be confidential; provided, however, that Confidential Information shall not include information or materials that the receiving Party can demonstrate: (a) was known to the receiving Party prior to disclosure; (b) was generally known or available to the public prior to disclosure, or subsequently became generally known or available to the public through no fault of the receiving Party; (c) was lawfully received by the receiving Party from a third-party free of any obligation of nondisclosure; or (d) is or was independently developed by the receiving Party without reference to any Confidential Information of the disclosing Party.

(d) **“Control”** shall mean the direct or indirect ownership of 50% or more of the capital stock, or other ownership interest if not a corporation, of any entity or the possession, directly or indirectly, of the power to direct the management and policies of such entity by ownership of voting securities, by contract, or otherwise. **“Controlling”** shall mean having Control of any entity and **“Controlled”** shall mean being the subject of Control by another entity.

(e) **“Governmental Authority”** shall mean: (a) any nation, state, county, city, town, village, district or other jurisdiction; (b) any federal, state, local, municipal, foreign, or other government; (c) any federal, state, local or foreign governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court or other tribunal); (d) anybody exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, including any court or arbitrator; or (e) any official of any of the foregoing.

20.2. Authority. Each Party represents and warrants to the other Party that: (a) it has the right, power and authority to enter into and perform its obligations under this MSA, any Service Addendum or any Quote; and (b) the person executing this MSA, any Service Addendum, or any Quote on its behalf has been duly authorized to bind said Party hereto.

20.3. Independent Contractors. The Parties are independent contractors. Nothing contained in this MSA, any Service Addendum, or any Quote shall be construed to create a partnership between the Parties, or an employee relationship, or to authorize either Party to act as an agent for the other Party. Neither Party has the authority to make any agreement or incur any liability on behalf of the other Party, nor is either Party liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the other Party.

20.4. Performance by 3RT Affiliates or Subcontractors. Customer agrees, acknowledges, and understands that actual performance of the Services may be made by Affiliates of 3RT and that 3RT has the right from time to time to subcontract any or all of the

Services to third-party providers or suppliers. For purposes of this MSA, performance of the Services by any Affiliate of 3RT or by any third-party provider or supplier engaged by 3RT shall be deemed performance by 3RT itself.

20.5. Binding Effect. The terms, conditions and agreements made and entered into by the Parties in this MSA, any Service Addendum, or any Quote are declared and agreed to be binding upon and inure to the benefit of the Parties’ respective successors or permitted assigns.

20.6. No Third-Party Beneficiaries. Each Party intends that the provisions of this MSA, any Service Addendum, or any Quote are intended for the exclusive benefit of the Parties hereto and shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than 3RT and the Customer.

20.7. Joint Work Product. This MSA, any Service Addendum, and any Quote are the joint work product of the Parties and have been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

20.8. Construction; Headings; Well-Known Meanings.

(a) In construction of this MSA, any Service Addendum, or any Quote: (i) words used in the singular shall include the plural and the plural the singular, (ii) “or” is used in the inclusive sense, in all cases where such meanings would be appropriate, and (iii) “include” and “including” shall mean respectively, “includes, without limitation” and “including, without limitation.”

(b) The titles to sections of this MSA, any Service Addendum, or any Quote are not part of the same and shall have no effect upon the construction or interpretation of any part thereof.

(c) Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

20.9. Non Waiver. The failure of either Party to insist on strict performance of any of the terms or conditions of this MSA, any Service Addendum, or any Quote or to exercise any of its rights under this MSA, any Service Addendum,

or any Quote will not waive such rights and such Party will be permitted to enforce such rights at any time and take such actions as may be lawful and authorized under this MSA, any Service Addendum, or any Quote, whether at law or in equity. No express waiver by any Party shall be construed as waiving any breach hereunder or the performance of any of the terms or conditions not specified in the express waiver, and then only for the time and to the extent stated therein. One or more waivers of any covenants, term, or condition shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

20.10. Survival. The Parties' obligations under this MSA, any Service Addendum, or any Quote that by their nature are intended to continue beyond the termination or expiration of this MSA including, without limitation, *Section 11.6, 11.7, 14, 15, 16, 17, 18, 20.12, 20.15, and 20.16* hereunder, will survive the termination or expiration of this MSA and any applicable Service Addendum or Quote.

20.11. Severability. If any provision of this MSA, any Service Addendum, or any Quote is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the remainder of this MSA, any Service Addendum, or any Quote, as the case may be, will remain in full force and effect and will not be affected unless removal of that provision results in a material change to this MSA, any Service Addendum, or any Quote. If a material change occurs as a result of action by a court or regulatory agency, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable time period, either Party may terminate the affected document, without penalty or liability for such termination upon written notice to the other Party.

20.12. Governing Law; Venue and Jurisdiction.

(a) Governing Law. This MSA, any Service Addendum, and any Quote shall all be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to conflict of law provisions. The United Nations Convention on Contracts for the International Sale of shall not apply to this MSA.

(b) Venue and Jurisdiction. Any legal action relating in any way to this MSA, any Service Addendum, or any Quote shall only be commenced in the State or Federal Court with jurisdiction for Juneau County, Wisconsin. The Parties hereby irrevocably consent to venue and the personal jurisdiction (to the fullest extent permitted by Applicable Law) of the Juneau County Circuit Court, or the United States District Court, for the Western District of Wisconsin, for the resolution of any disputes arising under this MSA, any Service Addendum, or any Quote. The Parties hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum *non-conveniens*.

20.13. Consent to Service of Process by Customer. Customer agrees that any process served under Customer for any action or proceeding shall be valid if done by any means allowed by law, or if mailed by certified mail, return receipt requested, with delivery restricted to either the Customer, its registered agent, or any agent appointed in writing by Customer to accept it.

20.14. Entire Agreement; Amendments. This MSA, and the Service Addendum(s) and Quote(s) hereunder contain all agreements, promises, warranties, representations and understandings between the Parties regarding the subject matter hereof, and supersede all prior oral or written agreements, promises, warranties, representations or understandings between the Parties and shall constitute the entire agreement between the Parties regarding the subject matter thereof. Except as specifically permitted under this MSA, any Service Addendum, or any Quote, any addition, variation, modification or amendment to this MSA, any Service Addendum, or any Quote will be null, void and ineffective unless made in a writing signed by both Parties.

20.15. Costs of Enforcement. In any action between the Parties to enforce this MSA, any Service Addendum, or any Quote, the prevailing Party in any such action shall be entitled to recover its reasonable attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith from the non-prevailing Party in addition to whatever other relief a court may award.

20.16. Publicity. Neither Party may make any news release, public announcement, or public denial or confirmation concerning all or any part of this MSA, any Service Addendum, or any Quote or the Services or Projects thereunder without the prior written consent of the other Party. Notwithstanding the foregoing, Customer grants 3RT the right to use its name and logo in sales or advertising materials, including its website, so long as specific details about the Services or Projects remain confidential. This Section does not prevent a Party from announcing the existence of the MSA, any Service Addendum, or any Quote internally (e.g., to its officers, directors, employees) or to its professional advisors (e.g., accountants, attorneys, consultants).

20.17. Import/Export Control. Customer agrees to comply fully with all applicable import and export laws and regulations related to the Services or Projects under this MSA for the country where each Service or Project is provided as well as with all applicable United States export laws (collectively, the “*Export Laws*”). Customer shall not, and shall not permit any third party to: (a) export or transmit the Services under a Service Addendum or the products or services under a Quote, directly or indirectly, in violation of Export Laws, including to a country subject to a U.S. embargo;

(b) access or use the Services under a Service Addendum or the products or services under a Quote in violation of any Export Laws; or (c) provide access to the Services under a Service Addendum or the products or services under a Quote across international boundaries except in compliance with any Export Laws, including those of the originating country.

20.18. Counterparts; Electronic Documents. This MSA, any Service Addendum, or any Quote may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The Parties may exchange electronic copies of signatures, which shall be equally enforceable as the original. The parties agree that they may provide this MSA, any Service Addendum, or any Quote in electronic form or may provide a reproduction of this MSA, any Service Addendum, or any Quote from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this MSA, any Service Addendum, or any Quote. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

[Signature Page Follows]

NETWORKS



IN WITNESS WHEREOF, the Parties have executed this MSA effective as of the Effective Date.

3RT:

CUSTOMER:

3RT NETWORKS, LLC

By: _____
Name: _____
Title: _____

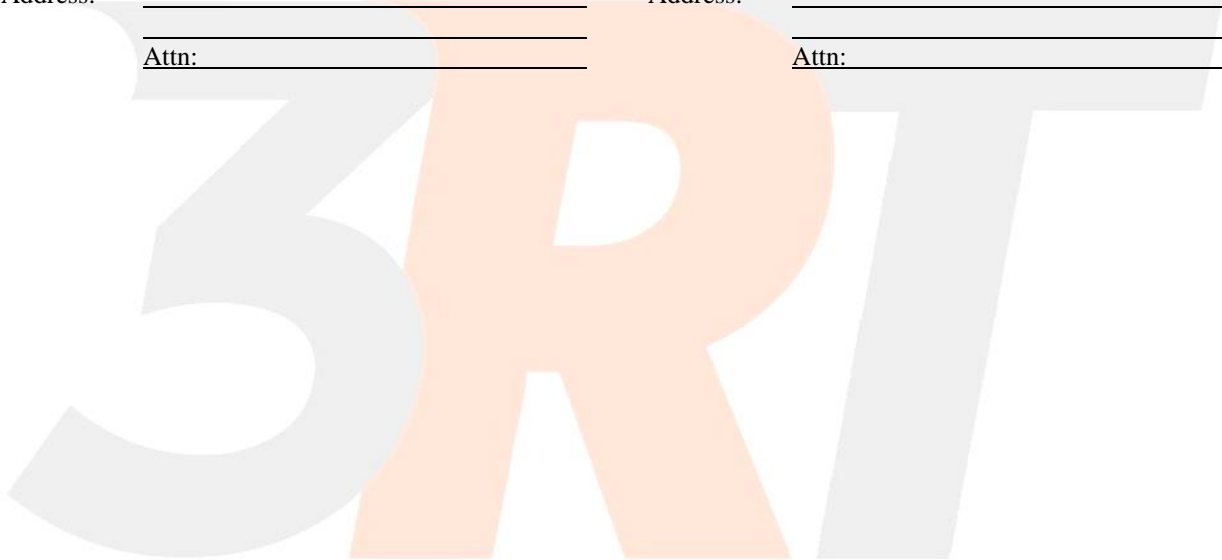
By: _____
Name: _____
Title: _____

Address: _____

Address: _____

Attn: _____

Attn: _____



NETWORKS



ATTACHMENT A

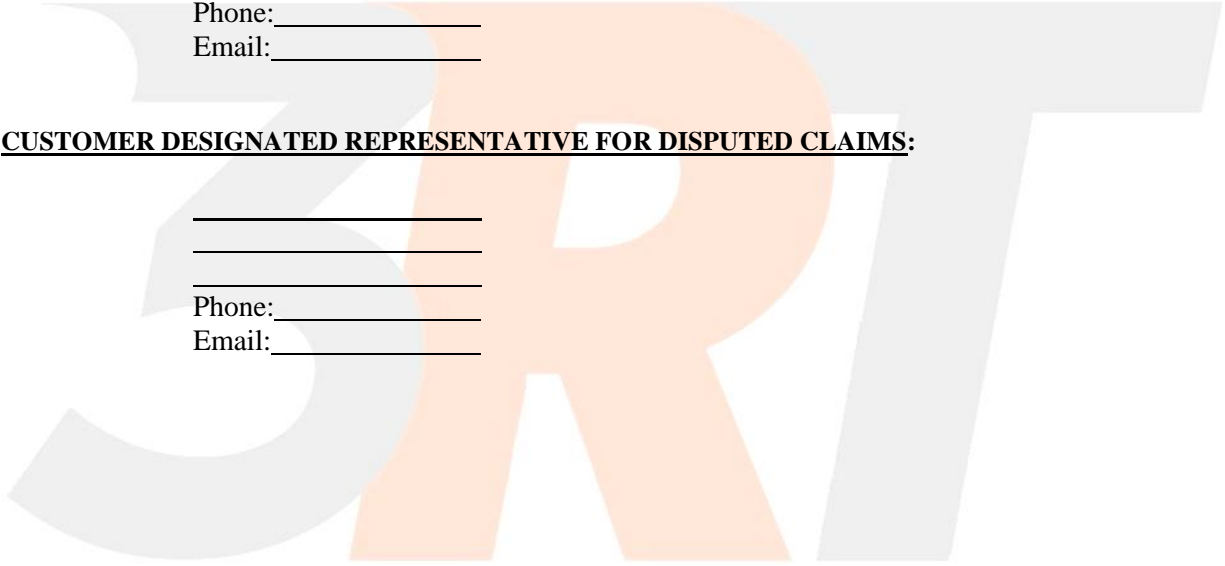
DESIGNATED REPRESENTATIVES FOR DISPUTED CLAIMS

3RT DESIGNATED REPRESENTATIVE FOR DISPUTED CLAIMS:

Tracy Tobin
103 Leonard St. S
West Salem, WI 54669
Phone: _____
Email: _____

CUSTOMER DESIGNATED REPRESENTATIVE FOR DISPUTED CLAIMS:

Phone: _____
Email: _____



NETWORKS



STAFF COMMITTEE PREPARATION REPORT

Agenda Item: Authorization to apply for Wisconsin DNR Recreational Boating Facilities Grants


Summary and Background Information:

(appropriate documentation attached)-

Attached is information regarding Recreation Boating Facilities Grant. Director Protz feels the Winnebago Park Phase 1 plan fits within the guidelines for this grant.

Fiscal Note: Request to use \$80,000.00 from the Economic Development Fund, \$25,000 from donation, \$25,000.00 from donation, \$91,000.00 from Lake Committee and \$33,000.000 from Park Space Fees to apply for a matching \$250,000.00 grant from the Wisconsin DNR Recreational Boating Facilities.

Recommendation:



Joe Protz, Director

11-4-20

Date



RECREATIONAL BOATING FACILITIES GRANTS

These grants may be used by counties, towns, cities, villages, tribes, sanitary districts, public inland lake protection and rehabilitation districts and qualified lake associations for recreational boating facility projects.

Past projects have included ramps and service docks to gain access to the water, purchase of aquatic weed harvesting equipment, navigation aids and dredging waterway channels.

ATTENTION APPLICANTS: NEW APPLICATION DEADLINE & FUNDING OPPORTUNITY ADDED!

The new deadline to apply for 2nd quarter Recreational Boating Facilities (RBF) grant funds is **September 1, 2020**. Project applications submitted by this application deadline will be presented to the Wisconsin Waterways Commission (WWC) in mid-November/early December. Applications are selected for funding at the WWC meeting. The meeting date will be finalized in August and posted to this website. RBF grant funds not committed to projects at the 1st quarter funding meeting will be made available to all eligible applicants in the 2nd quarter of the fiscal year, deadline **Tuesday, September 1, 2020**.

ALSO NEW - FOR GRANT REQUESTS IN EXCESS OF \$250,000: Applications for recreational boating facilities grants exceeding \$250,000 are encouraged to be submitted to your regional DNR grants specialists in time for the June 1st, or September 1st, application deadlines. These larger grant requests take extra processing time and therefore are highly recommended for earlier evaluation, in the first two quarters of the fiscal year. Contact your regional DNR grants specialist as soon as possible, if you have a larger project and you are planning to apply for a recreational boating facilities grant. DNR grants specialists can help with scheduling and grant processing.

[Who can apply](#) [Eligible items](#) [Deadlines](#) [Priority rank](#) [Applying](#) [Reimbursement](#) [Laws](#) [Contact](#)

ELIGIBLE APPLICANTS

Counties, towns, cities, villages, tribes, sanitary districts, public inland lake protection and rehabilitation districts and qualified lake associations are eligible to apply for funds.

DNR provides cost sharing of up to 50% for eligible costs.

ELIGIBLE PROJECTS

- **Channel dredging** - Dredging of inland water channels for recreational boating (not more than once in ten years).
- **Construction projects**
 - Facilities such as ramps and boarding docks required to gain access to the water.
 - Harbors of refuge – structures such as bulkheads and breakwaters necessary to provide safe water conditions.
 - Dredging to provide safe water depths. Dredging of basins is an eligible activity only when it is associated with project development.
 - Support facilities include parking lots and signage, sanitary facilities, fencing and security lighting for the convenience of boaters.
- **Improvement and repair of locks** - Cost of improvement and repair of locks and facilities that provide access between waterways for operators of recreational watercrafts.
- **Navigation aids** - Cost of aids to navigation and regulatory markers including the cost of appropriate ground tackle.
- **Rehabilitation** - Rehabilitation of capital improvements that are related to recreational boating facilities.
- **Trash skimming equipment** - Acquisition of equipment to collect and remove floating trash and debris from a waterway.
- **Weed harvesting equipment** - Acquisition of equipment that is necessary to cut and remove aquatic plants.

Applications are accepted at any time.

A five-member Waterways Commission, appointed by the governor, reviews and recommends projects for funding. Deadlines are established quarterly.

TENTATIVE APPLICATION AND WWC MEETING SCHEDULE

Application Deadline	WWC Rating & Ranking Meeting	Notes
June 1, 2020	Aug. 18, 2020	Conference Call: Dial-In: 1 (855) 947-8255 US Toll Free 1 (630) 424-2356 US Toll Passcode: 7424 681#

Application Deadline	WWC Rating & Ranking Meeting	Notes
September 1, 2020	November 17, 2020	<p>Join Zoom Meeting</p> <p>Meeting ID: 966 3282 8103 Passcode: 085107</p> <p>One tap mobile:</p> <p>+13017158592,,96632828103# US (Germantown)</p> <p>+13126266799,,96632828103# US (Chicago)</p> <p>Dial by your US location:</p> <ul style="list-style-type: none"> • (301) 715-8592 US (Germantown) • (312) 626-6799 US (Chicago) • (929) 205-6099 US (New York) • (253) 215-8782 US (Tacoma) • (346) 248-7799 US (Houston) • (669) 900-6833 US (San Jose) <p>Meeting ID: 966 3282 8103</p> <p>Find numbers outside of the United States</p>
November 1, 2020	January 12, 2021	TBD
February 1, 2021	April 13, 2021	TBD

The following factors are considered in establishing priorities for projects.

- Distance of proposed project from other recreational boating facilities
- Demand for safe boating facilities
- Existing facilities
- Projects underway
- Commitment of funds
- Location of proposed project with the region identified in [s. 25.29\(7\)\(a\), Wis. Stats](#) [exit DNR].

Contact your DNR community service specialist before applying to discuss your potential project.

APPLICATION MATERIALS

- [Boating and Fishing State and Federal Grant Application \(Form 8700-343\)](#) [PDF] 

- [Recreational Boating Facilities \(RBF\) Program Guidance](#) [PDF]
- [Recreation Grant Project Cost Estimate Worksheet \(Form 8700-014\)](#) [PDF]

RESOURCES

- [Accessibility Guidance for Grant Funded Projects \(CF-031\)](#) [PDF]
- [Best Management Practices \(BMPs\) for Handling Storm Water at Boat Access Sites](#) [PDF]
- [Evaluation of DNR Funded Public Boat Access Site Development Projects – Water Quality Impact Focus](#) [PDF]
- [Public Boating Access Fee Schedule Application, Approval & Order \(Form 3600-213\)](#) [PDF]

REIMBURSEMENT MATERIALS

- [Grant Payment Request & Worksheet \(Form 8700-001\)](#) [PDF]
- [Financial Administration](#) [PDF]

GRANT RELATED STATUTES AND ADMINISTRATIVE CODES

- [s. 30.92, Wis Stats.](#)
- [Ch. NR 7, Wis. Adm. Code](#)

Contact information

For more information on RBF grants, please contact:

Your regional DNR grant project manager



CITY OF TOMAH



PARK PHASE I PLAN
WINNEBAGO PARK





OPINION OF PROBABLE CONSTRUCTION COST

CITY OF TOMAH WISCONSIN
WINNEBAGO PARK - PHASE 1

Date: 27-Apr-20

Estimator PJ

Total Estimate \$505,658.48

PARK IMPROVEMENT

Item No.	Description	Unit	Quantity	Unit Price	Estimated Cost	Notes
FRONT END COST	Mobilization	LS	1	\$8,000.00	\$8,000.00	
	Clearing/Grubbing	LS	1	\$4,000.00	\$4,000.00	
	Soil,Pavement and Concrete Testing	LS	1	\$4,500.00	\$4,500.00	
	Stone Tracking Pad	EA	1	\$1,000.00	\$1,000.00	
	Site Earthwork	CY	5000	\$3.70	\$18,500.00	No volume takeoff at this time
AREA 1	Storm water system	LS	1	\$10,000.00	\$10,000.00	
	Curb and Gutter	LF	1140	\$20.00	\$22,800.00	
	3" Asphaltic Paving	TON	1006	\$70.00	\$70,420.00	
	Crushed Aggregate base	TON	2700	\$14.00	\$37,800.00	
	Pavement Marking	LS	1	\$1,000.00	\$1,000.00	
	Restroom building	SF	576	\$150.00	\$86,400.00	Preliminary estimate
	4" Sanitary Sewer	LF	359	\$39.00	\$14,001.00	
	2" Water Line	LF	372	\$26.00	\$9,672.00	
	1" Curb Stop and box	EA	1	\$400.00	\$400.00	
	1" Corporation Stop	EA	1	\$200.00	\$200.00	
	Concrete flatwork- 4" thick	SF	5640	\$4.50	\$25,380.00	
	Trees	EA	10	\$450.00	\$4,500.00	
	Lawn Seed (Includes Topsoil)	SY	2122	\$2.50	\$5,305.00	
	Bike Racks	EA	4	\$150.00	\$600.00	
	AREA 1 SUBTOTAL				\$324,478.00	Includes FRONT END COST
AREA 2	Lawn Seed (Includes Topsoil)	SY	2535	\$2.50	\$6,337.50	
	3" Asphaltic Paving	TON	465	\$75.00	\$34,875.00	Road
	Crushed Aggregate base	TON	1836	\$14.00	\$25,704.00	
	Pavement Marking	LS	1	\$500.00	\$500.00	
	2" Asphalt Paving	TON		\$70.00	\$0.00	
	Crushed Agregate base	TON		\$14.00	\$0.00	
	Accessible pier	LF	50	\$250.00	\$12,500.00	Helical piers, wood frame, composite decking
	Benches	EA	2	\$1,000.00	\$2,000.00	
	Wooden Playground Fence	LF	186	\$25.00	\$4,650.00	
	Remove and Reinstall pavers	SF	1200	\$12.00	\$14,400.00	
	Concrete flatwork- 4" thick	SF	4457	\$5.00	\$22,285.00	
	Security Lighting	EA	1	\$4,500.00	\$4,500.00	
	AREA 2 SUBTOTAL				\$127,751.50	
AREA 3	Sign and Post	EA	1	\$150.00	\$150.00	
	Lawn Seed (Includes Topsoil)	SY	1000	\$2.50	\$2,500.00	
	2" Asphalt paving - North trail	TON	146	\$70.00	\$10,220.00	
	Crushed agregate base	TON		\$14.00	\$0.00	
	Concrete flatwork- 4" thick	SF	3296	\$5.00	\$16,480.00	
	AREA 3 SUBTOTAL				\$29,350.00	
	TOTAL PROJECT COST				\$481,579.50	
	5% CONTINGENCY				\$24,078.98	
	TOTAL				\$505,658.48	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
128598										
10/20	10/02/2020	128598	11	ACE HARDWARE	591733	1	01-55200-3500	.00	10.57	10.57
Total 128598:								.00		10.57
128599										
10/20	10/02/2020	128599	30	ALLIANT ENERGY/WPL	201002	1	12-55500-2210	.00	51.41	51.41
Total 128599:								.00		51.41
128600										
10/20	10/02/2020	128600	69	BAKER & TAYLOR LLC	2035454785	1	10-55110-3420	.00	33.56	33.56
10/20	10/02/2020	128600	69	BAKER & TAYLOR LLC	2035454785	2	10-55110-3460	.00	58.72	58.72
10/20	10/02/2020	128600	69	BAKER & TAYLOR LLC	2035455521	1	10-55110-3420	.00	155.05	155.05
10/20	10/02/2020	128600	69	BAKER & TAYLOR LLC	2035466767	1	10-55110-3420	.00	52.61	52.61
Total 128600:								.00		299.94
128601										
10/20	10/02/2020	128601	1994	BETCHER, AMY	200908	1	01-46723	.00	35.00	35.00
Total 128601:								.00		35.00
128602										
10/20	10/02/2020	128602	129	CHARTER COMMUNICATIONS	0018042090	1	10-55110-2900	.00	199.96	199.96
10/20	10/02/2020	128602	129	CHARTER COMMUNICATIONS	0039105091	1	12-55500-2200	.00	159.42	159.42
Total 128602:								.00		359.38
128603										
10/20	10/02/2020	128603	1777	DELTA DENTAL	200925	1	01-21597	.00	264.90	264.90
Total 128603:								.00		264.90
128604										
10/20	10/02/2020	128604	216	EMERGENCY MEDICAL PRODU	2168674-2	1	03-52300-3400	.00	111.15	111.15
Total 128604:								.00		111.15

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
128605										
10/20	10/02/2020	128605	220	EO JOHNSON CO	INV818589	1	10-55110-2900	.00	18.80	18.80
10/20	10/02/2020	128605	220	EO JOHNSON CO	INV819466	1	10-55110-2900	.00	63.00	63.00
Total 128605:								.00		81.80
128606										
10/20	10/02/2020	128606	232	FAHRNER ASPHALT SEALERS L	8300006882	1	01-53311-3404	.00	74,015.41	74,015.41
Total 128606:								.00		74,015.41
128607										
10/20	10/02/2020	128607	1656	FAMILY SUPPORT REGISTRY	200925	1	01-21590	.00	275.53	275.53
Total 128607:								.00		275.53
128608										
10/20	10/02/2020	128608	1401	HORST DISTRIBUTING INC	86805-000	1	01-55200-3500	.00	58.04	58.04
Total 128608:								.00		58.04
128609										
10/20	10/02/2020	128609	327	IMMEDIATE RESPONSE ABATE	09385	1	01-51600-3500	.00	340.00	340.00
Total 128609:								.00		340.00
128610										
10/20	10/02/2020	128610	1526	ISTATE TRUCK CENTER	C271046113	1	01-53311-3402	.00	53.30	53.30
Total 128610:								.00		53.30
128611										
10/20	10/02/2020	128611	401	LYDEN AUTO BODY INC	9101	1	01-52100-3500	.00	5,097.60	5,097.60
Total 128611:								.00		5,097.60
128612										
10/20	10/02/2020	128612	442	MISSISSIPPI WELDERS SUPPL	428797	1	03-52300-3400	.00	105.10	105.10
10/20	10/02/2020	128612	442	MISSISSIPPI WELDERS SUPPL	428835	1	03-52300-3400	.00	90.14	90.14

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 128612:								.00		195.24
128613										
10/20	10/02/2020	128613	452	MONROE CO HIGHWAY DEPAR	201002	1	01-15620	.00	151.20	151.20
10/20	10/02/2020	128613	452	MONROE CO HIGHWAY DEPAR	201002	2	01-53311-2900	.00	119.70	119.70
Total 128613:								.00		270.90
128614										
10/20	10/02/2020	128614	538	QUILL CORPORATION	10360835	1	03-52300-3400	.00	10.99	10.99
10/20	10/02/2020	128614	538	QUILL CORPORATION	10379142	1	03-52300-3400	.00	298.05	298.05
10/20	10/02/2020	128614	538	QUILL CORPORATION	10379975	1	03-52300-3400	.00	17.37	17.37
Total 128614:								.00		326.41
128615										
10/20	10/02/2020	128615	543	RECORDED BOOKS INC	76701594	1	10-55110-3420	.00	119.85	119.85
10/20	10/02/2020	128615	543	RECORDED BOOKS INC	76702333	1	10-55110-3420	.00	46.57	46.57
10/20	10/02/2020	128615	543	RECORDED BOOKS INC	76702765	1	10-55110-3420	.00	181.54	181.54
10/20	10/02/2020	128615	543	RECORDED BOOKS INC	76703376	1	10-55110-3420	.00	312.72	312.72
Total 128615:								.00		660.68
128616										
10/20	10/02/2020	128616	1992	SCOTT, PATRICK	200923	1	03-13100	.00	25.00	25.00
Total 128616:								.00		25.00
128617										
10/20	10/02/2020	128617	672	TRI-STATE BUSINESS MACHINE	498578	1	03-52300-3100	.00	216.39	216.39
10/20	10/02/2020	128617	672	TRI-STATE BUSINESS MACHINE	498669	1	03-52300-2900	.00	325.00	325.00
10/20	10/02/2020	128617	672	TRI-STATE BUSINESS MACHINE	499445	1	01-51200-2900	.00	18.00	18.00
Total 128617:								.00		559.39
128618										
10/20	10/02/2020	128618	1511	UMR	200925	1	03-13100	.00	958.08	958.08

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 128618:								.00		958.08
128619										
10/20	10/02/2020	128619	1590	VISION SERVICE PLAN	200925	1	01-21596	.00	397.15	397.15
Total 128619:								.00		397.15
128620										
10/20	10/02/2020	128620	1995	WALLACE, TAMMY	200908	1	01-46723	.00	45.00	45.00
Total 128620:								.00		45.00
128621										
10/20	10/02/2020	128621	749	WI SCTF	200925	1	01-21590	.00	848.08	848.08
Total 128621:								.00		848.08
128622										
10/20	10/02/2020	128622	1993	WYSS, ALICIA	200908	1	01-46723	.00	70.00	70.00
Total 128622:								.00		70.00
128623										
10/20	10/09/2020	128623	11	ACE HARDWARE	592184	1	01-55200-3400	.00	6.91	6.91
10/20	10/09/2020	128623	11	ACE HARDWARE	592233	1	01-55200-3400	.00	4.59	4.59
10/20	10/09/2020	128623	11	ACE HARDWARE	592252	1	01-55200-3400	.00	19.99	19.99
10/20	10/09/2020	128623	11	ACE HARDWARE	592863	1	03-52300-3500	.00	25.98	25.98
10/20	10/09/2020	128623	11	ACE HARDWARE	593153	1	03-52300-3400	.00	31.98	31.98
Total 128623:								.00		89.45
128624										
10/20	10/09/2020	128624	100	BRAUN THYSSENKRUPP ELEVA	11132	1	01-51600-2900	.00	644.51	644.51
Total 128624:								.00		644.51
128625										
10/20	10/09/2020	128625	1666	CBS SQUARED INC	7236	1	08-57620-8100	.00	181.20	181.20

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 128625:								.00		181.20
128626										
10/20	10/09/2020	128626	128	CENTURYLINK	201009	1	01-55200-2230	.00	40.83	40.83
10/20	10/09/2020	128626	128	CENTURYLINK	201009	2	01-51420-2230	.00	31.88	31.88
10/20	10/09/2020	128626	128	CENTURYLINK	201009	3	01-53311-2230	.00	275.51	275.51
10/20	10/09/2020	128626	128	CENTURYLINK	201009	4	01-51600-2230	.00	36.38	36.38
10/20	10/09/2020	128626	128	CENTURYLINK	201009	5	01-55300-2230	.00	91.64	91.64
10/20	10/09/2020	128626	128	CENTURYLINK	201009	6	01-55402-2230	.00	91.65	91.65
10/20	10/09/2020	128626	128	CENTURYLINK	201009	7	10-55110-2230	.00	175.00	175.00
10/20	10/09/2020	128626	128	CENTURYLINK	201009	8	12-55500-2230	.00	73.55	73.55
10/20	10/09/2020	128626	128	CENTURYLINK	201009	9	01-53510-2230	.00	63.76	63.76
10/20	10/09/2020	128626	128	CENTURYLINK	201009	10	02-56910-2230	.00	63.76	63.76
10/20	10/09/2020	128626	128	CENTURYLINK	201009	11	01-51200-2230	.00	31.64	31.64
10/20	10/09/2020	128626	128	CENTURYLINK	201009	12	03-52300-2230	.00	107.53	107.53
10/20	10/09/2020	128626	128	CENTURYLINK	201009	13	01-52100-2230	.00	771.49	771.49
10/20	10/09/2020	128626	128	CENTURYLINK	201009	14	04-56600-2230	.00	54.52	54.52
10/20	10/09/2020	128626	128	CENTURYLINK	201009	15	01-15210	.00	54.51	54.51
Total 128626:								.00		1,963.65
128627										
10/20	10/09/2020	128627	1751	COLES, ANDREA	201001	1	03-52300-3350	.00	112.52	112.52
Total 128627:								.00		112.52
128628										
10/20	10/09/2020	128628	173	CRAM'S COMPUTER CENTER L	5267	1	03-52300-2100	.00	276.00	276.00
Total 128628:								.00		276.00
128629										
10/20	10/09/2020	128629	29	CULLIGAN	588-0975581	1	01-51600-3400	.00	6.50	6.50
Total 128629:								.00		6.50
128630										
10/20	10/09/2020	128630	1996	DEHAAN, MONICA	200908	1	01-46723	.00	90.00	90.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 128630:								.00		90.00
128631										
10/20	10/09/2020	128631	204	DOG WASTE DEPOT	350851	1	01-55200-3400	.00	210.16	210.16
Total 128631:								.00		210.16
128632										
10/20	10/09/2020	128632	220	EO JOHNSON CO	INV815844	1	01-52400-3400	.00	93.13	93.13
10/20	10/09/2020	128632	220	EO JOHNSON CO	INV826791	1	12-55500-2900	.00	99.00	99.00
Total 128632:								.00		192.13
128633										
10/20	10/09/2020	128633	225	EVANS PRINT + MEDIA GROUP	50649	1	01-51100-3200	.00	75.36	75.36
10/20	10/09/2020	128633	225	EVANS PRINT + MEDIA GROUP	89342	1	01-56900-3200	.00	53.61	53.61
10/20	10/09/2020	128633	225	EVANS PRINT + MEDIA GROUP	89592	1	08-57324-8300	.00	120.00	120.00
10/20	10/09/2020	128633	225	EVANS PRINT + MEDIA GROUP	8988	1	01-51420-3200	.00	52.68	52.68
Total 128633:								.00		301.65
128634										
10/20	10/09/2020	128634	1656	FAMILY SUPPORT REGISTRY	201009	1	01-21590	.00	275.53	275.53
Total 128634:								.00		275.53
128635										
10/20	10/09/2020	128635	250	FIRELINE SPRINKLER CORPOR	60120-20	1	01-55401-3500	.00	345.00	345.00
Total 128635:								.00		345.00
128636										
10/20	10/09/2020	128636	274	GERKE EXCAVATING INC	42736	1	01-57621-8200	.00	4,942.80	4,942.80
Total 128636:								.00		4,942.80
128637										
10/20	10/09/2020	128637	296	GUTHRIE FIRE & SECURITY LL	5083145	1	03-52300-2900	.00	36.00	36.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 128637:								.00		36.00
128638										
10/20	10/09/2020	128638	301	HALLMAN LINDSAY	AA070876	1	01-55300-3400	.00	305.70	305.70
Total 128638:								.00		305.70
128639										
10/20	10/09/2020	128639	317	HOLIDAY WHOLESAL	9532010	1	01-51600-3400	.00	129.70	129.70
Total 128639:								.00		129.70
128640										
10/20	10/09/2020	128640	354	JOHN SHUCK PLUMBING & REP	12466	1	01-55401-3500	.00	100.00	100.00
10/20	10/09/2020	128640	354	JOHN SHUCK PLUMBING & REP	12600	1	01-55200-3500	.00	212.58	212.58
Total 128640:								.00		312.58
128641										
10/20	10/09/2020	128641	375	KWIK TRIP CREDIT DEPT	00349111-20	1	01-55200-3400	.00	183.26	183.26
Total 128641:								.00		183.26
128642										
10/20	10/09/2020	128642	387	LARKIN'S GMC INC	75986	1	01-52200-3500	.00	610.37	610.37
10/20	10/09/2020	128642	387	LARKIN'S GMC INC	76019	1	03-52300-3500	.00	835.05	835.05
10/20	10/09/2020	128642	387	LARKIN'S GMC INC	76094	1	03-52300-3500	.00	869.54	869.54
Total 128642:								.00		2,314.96
128643										
10/20	10/09/2020	128643	395	LEMONWEIR VALLEY TELEPHO	2010	1	01-52100-2230	.00	175.00	175.00
10/20	10/09/2020	128643	395	LEMONWEIR VALLEY TELEPHO	2010	2	01-51450-2900	.00	175.00	175.00
10/20	10/09/2020	128643	395	LEMONWEIR VALLEY TELEPHO	2010	3	01-55200-2210	.00	89.90	89.90
10/20	10/09/2020	128643	395	LEMONWEIR VALLEY TELEPHO	2010	4	01-52200-2230	.00	128.69	128.69
10/20	10/09/2020	128643	395	LEMONWEIR VALLEY TELEPHO	2010	5	01-53510-2240	.00	89.90	89.90

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 128643:								.00		658.49
128644										
10/20	10/09/2020	128644	1557	LEXISNEXIS RISK DATA MANAG	1679640-202	1	01-51520-2900	.00	66.95	66.95
10/20	10/09/2020	128644	1557	LEXISNEXIS RISK DATA MANAG	1679640-202	2	03-52300-2900	.00	66.95	66.95
Total 128644:								.00		133.90
128645										
10/20	10/09/2020	128645	1997	MCGARRY, KELSEY	201005	1	03-52300-1390	.00	31.23	31.23
Total 128645:								.00		31.23
128646										
10/20	10/09/2020	128646	447	MONROE CO CLERK OF COUR	201002	1	01-23301	.00	500.00	500.00
10/20	10/09/2020	128646	447	MONROE CO CLERK OF COUR	2010022	1	01-23301	.00	500.00	500.00
10/20	10/09/2020	128646	447	MONROE CO CLERK OF COUR	201009	1	01-23301	.00	500.00	500.00
Total 128646:								.00		1,500.00
128647										
10/20	10/09/2020	128647	454	MONROE CO TREASURER	201009	1	01-24300	.00	1,499.93	1,499.93
Total 128647:								.00		1,499.93
128648										
10/20	10/09/2020	128648	547	REGISTRATION FEE TRUST	20201005	1	01-52100-3500	.00	165.50	165.50
Total 128648:								.00		165.50
128649										
10/20	10/09/2020	128649	1577	RUNNING INC.	23468	1	11-53520-3400	.00	50,294.46	50,294.46
10/20	10/09/2020	128649	1577	RUNNING INC.	23468	2	11-46350	.00	18,194.75-	18,194.75-
Total 128649:								.00		32,099.71
128650										
10/20	10/09/2020	128650	599	STATE OF WISCONSIN-COURT	201009	1	01-24240	.00	3,046.88	3,046.88

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 128650:								.00		3,046.88
128651										
10/20	10/09/2020	128651	1744	TOMAH HEALTH	8358	1	03-52300-2100	.00	57.00	57.00
Total 128651:								.00		57.00
128652										
10/20	10/09/2020	128652	1184	WI DEPT OF JUSTICE-CIB WOR	202009	1	01-51420-3200	.00	70.00	70.00
Total 128652:								.00		70.00
128653										
10/20	10/09/2020	128653	749	WI SCTF	201009	1	01-21590	.00	848.08	848.08
Total 128653:								.00		848.08
128654										
10/20	10/09/2020	128654	758	WIRE PRO ELECTRIC LLC	21387	1	01-55200-3500	.00	216.31	216.31
10/20	10/09/2020	128654	758	WIRE PRO ELECTRIC LLC	21388	1	01-55402-3500	.00	70.00	70.00
Total 128654:								.00		286.31
128692										
10/20	10/16/2020	128692	11	ACE HARDWARE	593164	1	01-53311-3508	.00	109.34	109.34
10/20	10/16/2020	128692	11	ACE HARDWARE	593179	1	01-53311-3402	.00	31.96	31.96
10/20	10/16/2020	128692	11	ACE HARDWARE	593205	1	01-53311-3508	.00	22.07	22.07
10/20	10/16/2020	128692	11	ACE HARDWARE	593266	1	01-53311-3508	.00	4.59	4.59
10/20	10/16/2020	128692	11	ACE HARDWARE	593305	1	01-52100-3400	.00	7.49	7.49
10/20	10/16/2020	128692	11	ACE HARDWARE	593336	1	01-55401-3500	.00	11.16	11.16
10/20	10/16/2020	128692	11	ACE HARDWARE	593337	1	01-52200-3500	.00	7.98	7.98
10/20	10/16/2020	128692	11	ACE HARDWARE	593338	1	01-51600-3400	.00	16.99	16.99
10/20	10/16/2020	128692	11	ACE HARDWARE	593339	1	01-53311-3508	.00	6.99	6.99
10/20	10/16/2020	128692	11	ACE HARDWARE	593376	1	01-55200-3400	.00	63.76	63.76
Total 128692:								.00		282.33

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
128693										
10/20	10/16/2020	128693	30	ALLIANT ENERGY/WPL	201016	1	01-55402-2210	.00	43.51	43.51
10/20	10/16/2020	128693	30	ALLIANT ENERGY/WPL	201016	2	01-55402-2210	.00	73.15	73.15
10/20	10/16/2020	128693	30	ALLIANT ENERGY/WPL	201016	3	01-55300-2210	.00	37.40	37.40
10/20	10/16/2020	128693	30	ALLIANT ENERGY/WPL	201016	4	01-52100-2210	.00	1,630.04	1,630.04
10/20	10/16/2020	128693	30	ALLIANT ENERGY/WPL	201016	5	03-52300-2210	.00	345.61	345.61
10/20	10/16/2020	128693	30	ALLIANT ENERGY/WPL	201016	6	01-52200-2210	.00	179.19	179.19
10/20	10/16/2020	128693	30	ALLIANT ENERGY/WPL	201016	7	01-52100-2210	.00	18.54	18.54
10/20	10/16/2020	128693	30	ALLIANT ENERGY/WPL	201016	8	01-51600-2210	.00	1,553.77	1,553.77
10/20	10/16/2020	128693	30	ALLIANT ENERGY/WPL	201016	9	02-56910-2210	.00	46.08	46.08
10/20	10/16/2020	128693	30	ALLIANT ENERGY/WPL	201016	10	01-53510-2210	.00	198.79	198.79
10/20	10/16/2020	128693	30	ALLIANT ENERGY/WPL	201016	11	12-55500-2210	.00	756.08	756.08
10/20	10/16/2020	128693	30	ALLIANT ENERGY/WPL	201016	12	01-53311-2210	.00	421.56	421.56
10/20	10/16/2020	128693	30	ALLIANT ENERGY/WPL	201016	13	01-55200-2210	.00	685.14	685.14
10/20	10/16/2020	128693	30	ALLIANT ENERGY/WPL	201016	14	01-55401-2210	.00	1,825.47	1,825.47
10/20	10/16/2020	128693	30	ALLIANT ENERGY/WPL	201016	15	01-53420-2900	.00	20,237.69	20,237.69
Total 128693:								.00		28,052.02
128694										
10/20	10/16/2020	128694	1960	AT&T MOBILITY	2872994527	1	01-52100-2230	.00	330.00	330.00
10/20	10/16/2020	128694	1960	AT&T MOBILITY	2872994527	2	08-57210-8300	.00	7,741.53	7,741.53
Total 128694:								.00		8,071.53
128695										
10/20	10/16/2020	128695	128	CENTURYLINK	467438700-2	1	01-55401-3400	.00	147.03	147.03
Total 128695:								.00		147.03
128696										
10/20	10/16/2020	128696	1998	CHAPMAN, WILLIAM	20201012	1	01-46720	.00	75.83	75.83
10/20	10/16/2020	128696	1998	CHAPMAN, WILLIAM	20201012	2	01-24210	.00	4.17	4.17
Total 128696:								.00		80.00
128697										
10/20	10/16/2020	128697	129	CHARTER COMMUNICATIONS	0002525100	1	03-52300-2230	.00	280.40	280.40
10/20	10/16/2020	128697	129	CHARTER COMMUNICATIONS	0005916100	1	01-52100-2230	.00	115.45	115.45

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Total 128697:								.00		395.85
128698										
10/20	10/16/2020	128698	436	CONSOLIDATED ENERGY COM	119/2010	1	01-55200-3400	.00	653.21	653.21
10/20	10/16/2020	128698	436	CONSOLIDATED ENERGY COM	121/2010	1	01-53311-3401	.00	1,720.84	1,720.84
10/20	10/16/2020	128698	436	CONSOLIDATED ENERGY COM	121/2010	2	01-53620-3400	.00	1,140.04	1,140.04
10/20	10/16/2020	128698	436	CONSOLIDATED ENERGY COM	121/2010	3	01-53635-3400	.00	283.64	283.64
10/20	10/16/2020	128698	436	CONSOLIDATED ENERGY COM	415/2010	1	03-52300-3400	.00	1,947.64	1,947.64
10/20	10/16/2020	128698	436	CONSOLIDATED ENERGY COM	416/2010	1	01-52200-3400	.00	235.21	235.21
Total 128698:								.00		5,980.58
128699										
10/20	10/16/2020	128699	1280	DIRECTV	3782807379	1	01-55401-3400	.00	152.99	152.99
Total 128699:								.00		152.99
128700										
10/20	10/16/2020	128700	220	EO JOHNSON CO	INV825943	1	01-52100-2900	.00	201.21	201.21
Total 128700:								.00		201.21
128701										
10/20	10/16/2020	128701	247	FIRE PROTECTION SPECIALIST	1144553200	1	01-55401-3500	.00	288.96	288.96
Total 128701:								.00		288.96
128702										
10/20	10/16/2020	128702	634	GREATER TOMAH AREA CHAM	201016	1	16-21101	.00	32,593.89	32,593.89
Total 128702:								.00		32,593.89
128703										
10/20	10/16/2020	128703	309	HELPING HANDS RECYCLING L	3818	1	01-53635-2900	.00	1,574.40	1,574.40
Total 128703:								.00		1,574.40

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128704										
10/20	10/16/2020	128704	312	HILLYARD/HUTCHINSON	603993004	1	01-55200-3400	.00	29.84	29.84
10/20	10/16/2020	128704	312	HILLYARD/HUTCHINSON	603994659	1	01-55200-3400	.00	568.96	568.96
10/20	10/16/2020	128704	312	HILLYARD/HUTCHINSON	603994660	1	01-55200-3400	.00	731.52	731.52
10/20	10/16/2020	128704	312	HILLYARD/HUTCHINSON	604052753	1	01-55200-3400	.00	52.80	52.80
Total 128704:								.00		1,383.12
128705										
10/20	10/16/2020	128705	375	KWIK TRIP CREDIT DEPT	00057542-20	1	01-52100-3400	.00	2,306.98	2,306.98
10/20	10/16/2020	128705	375	KWIK TRIP CREDIT DEPT	00421945-20	1	03-52300-3400	.00	367.46	367.46
Total 128705:								.00		2,674.44
128706										
10/20	10/16/2020	128706	387	LARKIN'S GMC INC	76220	1	01-53311-3502	.00	157.17	157.17
Total 128706:								.00		157.17
128707										
10/20	10/16/2020	128707	390	LAWSON PRODUCTS INC	9307906305	1	01-53311-3502	.00	257.92	257.92
Total 128707:								.00		257.92
128708										
10/20	10/16/2020	128708	392	LEAGUE OF WISCONSIN MUNI	82046	1	01-52100-3350	.00	75.00	75.00
10/20	10/16/2020	128708	392	LEAGUE OF WISCONSIN MUNI	82047	1	01-52100-3350	.00	75.00	75.00
10/20	10/16/2020	128708	392	LEAGUE OF WISCONSIN MUNI	82048	1	01-52100-3350	.00	75.00	75.00
10/20	10/16/2020	128708	392	LEAGUE OF WISCONSIN MUNI	82049	1	01-52100-3350	.00	75.00	75.00
Total 128708:								.00		300.00
128709										
10/20	10/16/2020	128709	1391	LOFFLER COMPANIES	3532174	1	01-51420-2900	.00	103.01	103.01
Total 128709:								.00		103.01
128710										
10/20	10/16/2020	128710	446	MONROE CO CLERK	170	1	01-57190-8300	.00	13,200.00	13,200.00

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Total 128710:								.00		13,200.00
128711										
10/20	10/16/2020	128711	460	MONROE CO REGISTER OF DE	201016	1	04-56600-3200	.00	30.00	30.00
Total 128711:								.00		30.00
128712										
10/20	10/16/2020	128712	461	MONROE CO SOLID WASTE	0920-002	1	01-53630-5300	.00	14,322.00	14,322.00
Total 128712:								.00		14,322.00
128713										
10/20	10/16/2020	128713	1105	MURPHY, DANIEL	201016	1	01-55401-3400	.00	105.49	105.49
Total 128713:								.00		105.49
128714										
10/20	10/16/2020	128714	476	NATIONAL BAND & TAG COMPA	84016	1	01-51520-3100	.00	88.26	88.26
Total 128714:								.00		88.26
128715										
10/20	10/16/2020	128715	499	OAKDALE ELECTRIC COOPERA	30198002-20	1	01-52900-2210	.00	35.45	35.45
Total 128715:								.00		35.45
128716										
10/20	10/16/2020	128716	469	PENNY J. PRECOUR ATTORNE	4881	1	04-56600-2100	.00	57.50	57.50
Total 128716:								.00		57.50
128717										
10/20	10/16/2020	128717	577	SECURIAN FINANCIAL GROUP I	201016	1	01-21530	.00	2,581.14	2,581.14
Total 128717:								.00		2,581.14

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128718										
10/20	10/16/2020	128718	596	STAPLES ADVANTAGE	3457147687	1	01-52100-3100	.00	367.65	367.65
Total 128718:								.00		367.65
128719										
10/20	10/16/2020	128719	639	TOMAH CASH STORE	71146	1	01-53311-3409	.00	179.99	179.99
Total 128719:								.00		179.99
128720										
10/20	10/16/2020	128720	646	TOMAH LUMBER INC	112325	1	02-56910-3500	.00	1,696.24	1,696.24
10/20	10/16/2020	128720	646	TOMAH LUMBER INC	112326	1	01-53311-3508	.00	1,267.98	1,267.98
10/20	10/16/2020	128720	646	TOMAH LUMBER INC	112327	1	01-53311-3508	.00	138.40	138.40
Total 128720:								.00		3,102.62
128721										
10/20	10/16/2020	128721	653	TOMAH SEWER UTILITY	201016	1	09-12100	.00	1,768.65	1,768.65
Total 128721:								.00		1,768.65
128722										
10/20	10/16/2020	128722	659	TOMAH WATER UTILITY	201016	1	09-12100	.00	1,139.20	1,139.20
Total 128722:								.00		1,139.20
128723										
10/20	10/16/2020	128723	660	TOMAH WELDING & STEEL SUP	16903	1	02-56910-3500	.00	800.00	800.00
Total 128723:								.00		800.00
128724										
10/20	10/16/2020	128724	1828	UNITED HEALTHCARE	201009	1	03-13100	.00	324.42	324.42
Total 128724:								.00		324.42
128725										
10/20	10/16/2020	128725	699	VERIZON	9863829819	1	01-15610	.00	101.61	101.61

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10/20	10/16/2020	128725	699	VERIZON	9863829819	2	01-15620	.00	83.95	83.95
10/20	10/16/2020	128725	699	VERIZON	9863829819	3	01-51600-2230	.00	15.00	15.00
10/20	10/16/2020	128725	699	VERIZON	9863829819	4	01-53311-2230	.00	15.56	15.56
10/20	10/16/2020	128725	699	VERIZON	9863829819	5	01-53311-2230	.00	17.66	17.66
10/20	10/16/2020	128725	699	VERIZON	9863829819	6	01-53100-2230	.00	11.07	11.07
10/20	10/16/2020	128725	699	VERIZON	9863829819	7	01-53100-2230	.00	7.55	7.55
10/20	10/16/2020	128725	699	VERIZON	9863829819	8	01-53311-3402	.00	12.66	12.66
10/20	10/16/2020	128725	699	VERIZON	9863829819	9	01-52200-2230	.00	17.66	17.66
10/20	10/16/2020	128725	699	VERIZON	9863829819	10	01-52200-2230	.00	110.96	110.96
10/20	10/16/2020	128725	699	VERIZON	9863829819	11	01-52400-2230	.00	80.60	80.60
10/20	10/16/2020	128725	699	VERIZON	9863829819	12	01-55200-2230	.00	73.25	73.25
10/20	10/16/2020	128725	699	VERIZON	9864003475	1	03-52300-2230	.00	255.47	255.47
Total 128725:								.00		803.00
128726										
10/20	10/16/2020	128726	721	WE ENERGIES	201016	1	10-55110-2200	.00	57.72	57.72
10/20	10/16/2020	128726	721	WE ENERGIES	201016	2	01-52200-2200	.00	35.17	35.17
10/20	10/16/2020	128726	721	WE ENERGIES	201016	3	03-52300-2200	.00	10.08	10.08
10/20	10/16/2020	128726	721	WE ENERGIES	201016	4	01-52100-2200	.00	169.31	169.31
10/20	10/16/2020	128726	721	WE ENERGIES	201016	5	01-51600-2200	.00	269.61	269.61
10/20	10/16/2020	128726	721	WE ENERGIES	201016	6	01-53510-2200	.00	11.11	11.11
10/20	10/16/2020	128726	721	WE ENERGIES	201016	7	01-55402-2200	.00	15.21	15.21
10/20	10/16/2020	128726	721	WE ENERGIES	201016	8	12-55500-2200	.00	18.78	18.78
10/20	10/16/2020	128726	721	WE ENERGIES	201016	9	01-53311-2200	.00	84.28	84.28
10/20	10/16/2020	128726	721	WE ENERGIES	201016	10	01-55401-2200	.00	288.11	288.11
10/20	10/16/2020	128726	721	WE ENERGIES	201016	11	01-55200-2200	.00	48.54	48.54
Total 128726:								.00		1,007.92
128727										
10/20	10/16/2020	128727	754	WIL-KIL PEST CONTROL	3988910	1	10-55110-2900	.00	67.25	67.25
Total 128727:								.00		67.25
128728										
10/20	10/16/2020	128728	1999	WITKOWSKI, THOMAS	201009	1	01-23301	.00	1,722.00	1,722.00

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Total 128728:								.00		1,722.00
128729										
10/20	10/16/2020	128729	770	WOLF CONCRETE & CONSTRU	2020-14	1	01-53441-3400	.00	970.00	970.00
Total 128729:								.00		970.00
128730										
10/20	10/16/2020	128730	780	ZEE MEDICAL SERVICE	54127795	1	01-51600-2900	.00	76.75	76.75
Total 128730:								.00		76.75
128731										
10/20	10/23/2020	128731	11	ACE HARDWARE	593262	1	01-53311-3508	.00	11.98	11.98
10/20	10/23/2020	128731	11	ACE HARDWARE	593396	1	01-53311-3502	.00	11.98	11.98
10/20	10/23/2020	128731	11	ACE HARDWARE	593412	1	01-51600-3500	.00	1.99	1.99
10/20	10/23/2020	128731	11	ACE HARDWARE	593453	1	01-51600-3500	.00	8.59	8.59
10/20	10/23/2020	128731	11	ACE HARDWARE	593461	1	01-53311-3402	.00	14.99	14.99
10/20	10/23/2020	128731	11	ACE HARDWARE	593465	1	01-53311-3402	.00	25.82	25.82
10/20	10/23/2020	128731	11	ACE HARDWARE	593477	1	01-53311-3508	.00	46.73	46.73
10/20	10/23/2020	128731	11	ACE HARDWARE	593478	1	01-55200-3400	.00	68.43	68.43
10/20	10/23/2020	128731	11	ACE HARDWARE	593504	1	01-53311-3508	.00	3.44	3.44
10/20	10/23/2020	128731	11	ACE HARDWARE	593508	1	01-55200-3500	.00	3.68	3.68
10/20	10/23/2020	128731	11	ACE HARDWARE	593523	1	01-51600-3400	.00	33.96	33.96
10/20	10/23/2020	128731	11	ACE HARDWARE	593551	1	01-51440-3400	.00	99.99	99.99
Total 128731:								.00		331.58
128732										
10/20	10/23/2020	128732	18	ADVANTAGE POLICE SUPPLY	20-1009	1	01-52100-3400	.00	152.50	152.50
Total 128732:								.00		152.50
128733										
10/20	10/23/2020	128733	24	AIRGAS USA LLC	9973794578	1	01-53311-3402	.00	96.42	96.42
Total 128733:								.00		96.42

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128734										
10/20	10/23/2020	128734	30	ALLIANT ENERGY/WPL	201023	1	10-55110-2210	.00	486.46	486.46
10/20	10/23/2020	128734	30	ALLIANT ENERGY/WPL	201023	2	01-55401-2210	.00	18.31	18.31
Total 128734:								.00		504.77
128735										
10/20	10/23/2020	128735	32	ALLIED COOPERATIVE	DT47696	1	01-53311-3405	.00	377.50	377.50
Total 128735:								.00		377.50
128736										
10/20	10/23/2020	128736	34	ALLSTATE PETERBILT OF TOM	5203110817	1	01-53620-3500	.00	197.08	197.08
10/20	10/23/2020	128736	34	ALLSTATE PETERBILT OF TOM	5204152314	1	01-53311-3402	.00	47.10	47.10
Total 128736:								.00		244.18
128737										
10/20	10/23/2020	128737	69	BAKER & TAYLOR LLC	2035477637	1	10-55110-3420	.00	65.07	65.07
10/20	10/23/2020	128737	69	BAKER & TAYLOR LLC	2035477637	2	10-55110-3460	.00	284.28	284.28
10/20	10/23/2020	128737	69	BAKER & TAYLOR LLC	2035477718	1	10-55110-3420	.00	16.80	16.80
10/20	10/23/2020	128737	69	BAKER & TAYLOR LLC	2035503542	1	10-55110-3420	.00	61.56	61.56
10/20	10/23/2020	128737	69	BAKER & TAYLOR LLC	2035503542	2	10-55110-3460	.00	72.31	72.31
10/20	10/23/2020	128737	69	BAKER & TAYLOR LLC	2035526942	1	10-55110-3420	.00	59.88	59.88
10/20	10/23/2020	128737	69	BAKER & TAYLOR LLC	2035526942	2	10-55110-3460	.00	121.33	121.33
Total 128737:								.00		681.23
128738										
10/20	10/23/2020	128738	218	BAUMGART, EMIL	2009	1	01-52400-2100	.00	500.00	500.00
10/20	10/23/2020	128738	218	BAUMGART, EMIL	2009	2	01-23031	.00	112.08	112.08
Total 128738:								.00		612.08
128739										
10/20	10/23/2020	128739	2	BENEFIT PLAN ADMINISTRATO	4292	1	01-51980-3400	.00	142.50	142.50
Total 128739:								.00		142.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
128740										
10/20	10/23/2020	128740	81	BERNIE BUCHNER INC	865983	1	01-51600-3500	.00	1,279.99	1,279.99
10/20	10/23/2020	128740	81	BERNIE BUCHNER INC	865984	1	01-51600-3500	.00	1,258.91	1,258.91
10/20	10/23/2020	128740	81	BERNIE BUCHNER INC	866007	1	01-51600-3500	.00	8,321.09	8,321.09
Total 128740:								.00		10,859.99
128741										
10/20	10/23/2020	128741	2001	BLASCHKE, CORINNA	201020	1	10-55111-3100	.00	250.00	250.00
Total 128741:								.00		250.00
128742										
10/20	10/23/2020	128742	97	BOY SCOUT TROOP 5	201021	1	05-57612-8300	.00	400.00	400.00
Total 128742:								.00		400.00
128743										
10/20	10/23/2020	128743	128	CENTURYLINK	301310967-2	1	01-52100-2230	.00	24.00	24.00
Total 128743:								.00		24.00
128744										
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	1	01-51200-2230	.00	.19	.19
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	2	01-51415-2230	.00	.06	.06
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	3	01-51420-2230	.00	5.69	5.69
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	4	01-51520-2230	.00	.06	.06
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	5	01-51600-2230	.00	.06	.06
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	6	01-52100-2230	.00	39.83	39.83
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	7	01-52400-2230	.00	.06	.06
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	8	01-53100-2230	.00	.24	.24
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	9	01-53311-2230	.00	3.60	3.60
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	10	01-53510-2230	.00	.12	.12
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	11	01-55200-2230	.00	.06	.06
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	12	01-55300-2230	.00	.18	.18
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	13	01-55402-2230	.00	.06	.06
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	14	02-56910-2230	.00	.12	.12
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	15	03-52300-2230	.00	4.96	4.96
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	16	04-56600-2230	.00	6.98	6.98

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	17	10-55110-2230	.00	4.33	4.33
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	18	12-55500-2230	.00	.57	.57
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	19	01-15620	.00	1.80	1.80
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	20	01-15610	.00	.59	.59
10/20	10/23/2020	128744	1837	CENTURYLINK	160291972	21	01-15210	.00	6.99	6.99
Total 128744:								.00		76.55
128745										
10/20	10/23/2020	128745	129	CHARTER COMMUNICATIONS	0018042100	1	10-55110-2900	.00	199.96	199.96
Total 128745:								.00		199.96
128746										
10/20	10/23/2020	128746	157	COMPLETE OFFICE OF WISCO	778351	1	01-51440-3100	.00	111.90	111.90
10/20	10/23/2020	128746	157	COMPLETE OFFICE OF WISCO	778351	2	01-51440-3100	.00	21.39	21.39
10/20	10/23/2020	128746	157	COMPLETE OFFICE OF WISCO	779280	1	01-51520-3100	.00	57.71	57.71
10/20	10/23/2020	128746	157	COMPLETE OFFICE OF WISCO	779284	1	01-51200-3100	.00	26.98	26.98
10/20	10/23/2020	128746	157	COMPLETE OFFICE OF WISCO	779284	2	01-51520-3100	.00	11.75	11.75
10/20	10/23/2020	128746	157	COMPLETE OFFICE OF WISCO	779284	3	01-51420-3100	.00	11.75	11.75
10/20	10/23/2020	128746	157	COMPLETE OFFICE OF WISCO	779294	1	01-51440-3100	.00	35.18	35.18
10/20	10/23/2020	128746	157	COMPLETE OFFICE OF WISCO	784840	1	01-51440-3100	.00	64.41	64.41
10/20	10/23/2020	128746	157	COMPLETE OFFICE OF WISCO	784840	2	01-51420-3100	.00	28.70	28.70
Total 128746:								.00		369.77
128747										
10/20	10/23/2020	128747	197	DG COMPUTER SERVICE	1399	1	01-53311-3100	.00	70.00	70.00
Total 128747:								.00		70.00
128748										
10/20	10/23/2020	128748	206	DWD-UI	201023	1	01-51938-5160	.00	178.04	178.04
Total 128748:								.00		178.04
128749										
10/20	10/23/2020	128749	220	EO JOHNSON CO	INV835866	1	01-53311-3100	.00	87.00	87.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 128749:								.00		87.00
128750										
10/20	10/23/2020	128750	1882	FABICK CAT	PILC001889	1	01-53311-3502	.00	.92	.92
10/20	10/23/2020	128750	1882	FABICK CAT	PILC001889	1	01-53311-3502	.00	1,976.77	1,976.77
Total 128750:								.00		1,977.69
128751										
10/20	10/23/2020	128751	2000	HAUBRICH, BRANDY	200908	1	01-46723	.00	20.00	20.00
Total 128751:								.00		20.00
128752										
10/20	10/23/2020	128752	327	IMMEDIATE RESPONSE ABATE	09383	1	14-57620-8200	.00	380.00	380.00
Total 128752:								.00		380.00
128753										
10/20	10/23/2020	128753	396	LEXISNEXIS RISK DATA MANAG	1378284-202	1	01-52100-2900	.00	33.00	33.00
Total 128753:								.00		33.00
128754										
10/20	10/23/2020	128754	416	MATHY CONSTRUCTION COMP	5200018631	1	01-53311-3404	.00	9,523.26	9,523.26
10/20	10/23/2020	128754	416	MATHY CONSTRUCTION COMP	5200018678	1	01-53311-3404	.00	1,235.18	1,235.18
10/20	10/23/2020	128754	416	MATHY CONSTRUCTION COMP	5700006058	1	01-53311-3404	.00	6,557.28	6,557.28
Total 128754:								.00		17,315.72
128755										
10/20	10/23/2020	128755	880	SLOAN, PAUL	201016	1	01-52100-3400	.00	8.44	8.44
Total 128755:								.00		8.44
128756										
10/20	10/23/2020	128756	637	TOMAH AREA SCHOOL DISTRIC	201019	1	01-24600	.00	2,750.85	2,750.85

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 128756:								.00		2,750.85
128757										
10/20	10/23/2020	128757	640	TOMAH FIRE DEPARTMENT	201023	1	01-21592	.00	300.00	300.00
10/20	10/23/2020	128757	640	TOMAH FIRE DEPARTMENT	201023	2	01-21592	.00	250.00	250.00
10/20	10/23/2020	128757	640	TOMAH FIRE DEPARTMENT	201023	3	01-21592	.00	290.00	290.00
Total 128757:								.00		840.00
128758										
10/20	10/23/2020	128758	650	TOMAH POLICE DEPARTMENT	201008	1	01-52100-3100	.00	15.10	15.10
10/20	10/23/2020	128758	650	TOMAH POLICE DEPARTMENT	201008	2	01-52100-3100	.00	6.95	6.95
10/20	10/23/2020	128758	650	TOMAH POLICE DEPARTMENT	2010231	1	01-52100-3100	.00	5.95	5.95
Total 128758:								.00		28.00
128759										
10/20	10/23/2020	128759	658	TOMAH WATER & SEWER UTILI	201023	1	01-51600-2220	.00	329.67	329.67
10/20	10/23/2020	128759	658	TOMAH WATER & SEWER UTILI	201023	2	01-53510-2220	.00	23.27	23.27
10/20	10/23/2020	128759	658	TOMAH WATER & SEWER UTILI	201023	3	01-52100-2220	.00	225.87	225.87
10/20	10/23/2020	128759	658	TOMAH WATER & SEWER UTILI	201023	4	01-52200-2220	.00	23.27	23.27
10/20	10/23/2020	128759	658	TOMAH WATER & SEWER UTILI	201023	5	03-52300-2220	.00	133.30	133.30
10/20	10/23/2020	128759	658	TOMAH WATER & SEWER UTILI	201023	6	10-55110-2220	.00	126.98	126.98
10/20	10/23/2020	128759	658	TOMAH WATER & SEWER UTILI	201023	7	01-55300-2220	.00	125.82	125.82
10/20	10/23/2020	128759	658	TOMAH WATER & SEWER UTILI	201023	8	01-53311-2220	.00	252.91	252.91
10/20	10/23/2020	128759	658	TOMAH WATER & SEWER UTILI	201023	9	01-55402-2220	.00	388.52	388.52
10/20	10/23/2020	128759	658	TOMAH WATER & SEWER UTILI	201023	10	01-55401-2220	.00	961.89	961.89
10/20	10/23/2020	128759	658	TOMAH WATER & SEWER UTILI	201023	11	12-55500-2220	.00	96.75	96.75
10/20	10/23/2020	128759	658	TOMAH WATER & SEWER UTILI	201023	12	01-55200-2220	.00	594.47	594.47
Total 128759:								.00		3,282.72
128760										
10/20	10/23/2020	128760	659	TOMAH WATER UTILITY	201023	1	08-57331-8500	.00	51,572.02	51,572.02
10/20	10/23/2020	128760	659	TOMAH WATER UTILITY	2010231	1	08-57331-8500	.00	53,081.30	53,081.30
Total 128760:								.00		104,653.32

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
128761										
10/20	10/23/2020	128761	721	WE ENERGIES	201023	1	01-55200-2200	.00	10.10	10.10
Total 128761:								.00		10.10
128762										
10/20	10/23/2020	128762	739	WI DEPT OF JUSTICE-TIME	455TIME-000	1	01-51200-2900	.00	390.00	390.00
Total 128762:								.00		390.00
128763										
11/20	11/02/2020	128763	11	ACE HARDWARE	593583	1	01-52200-3500	.00	276.92	276.92
11/20	11/02/2020	128763	11	ACE HARDWARE	593629	1	01-53311-3408	.00	2.59	2.59
Total 128763:								.00		279.51
128764										
11/20	11/02/2020	128764	1777	DELTA DENTAL	201023	1	01-21597	.00	248.08	248.08
Total 128764:								.00		248.08
128765										
11/20	11/02/2020	128765	192	DENNY'S TRUCK & AUTO SERVI	19872	1	01-55200-3500	.00	24.95	24.95
11/20	11/02/2020	128765	192	DENNY'S TRUCK & AUTO SERVI	19872	2	01-55401-3500	.00	1,012.80	1,012.80
Total 128765:								.00		1,037.75
128766										
11/20	11/02/2020	128766	2003	FORWARD PATH LOGISTICS	301	1	01-51440-3400	.00	606.67	606.67
Total 128766:								.00		606.67
128767										
11/20	11/02/2020	128767	447	MONROE CO CLERK OF COUR	201030	1	01-23301	.00	500.00	500.00
Total 128767:								.00		500.00
128768										
11/20	11/02/2020	128768	475	NAPA - CENTRAL WISCONSIN A	599750	1	01-55200-3500	.00	69.68	69.68

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
11/20	11/02/2020	128768	475	NAPA - CENTRAL WISCONSIN A	602442	1	01-53311-3402	.00	3.42	3.42
11/20	11/02/2020	128768	475	NAPA - CENTRAL WISCONSIN A	602816	1	01-55200-3500	.00	22.48	22.48
11/20	11/02/2020	128768	475	NAPA - CENTRAL WISCONSIN A	602848	1	01-53311-3501	.00	11.96	11.96
11/20	11/02/2020	128768	475	NAPA - CENTRAL WISCONSIN A	603180	1	01-51600-3400	.00	33.84	33.84
Total 128768:								.00		141.38
128769										
11/20	11/02/2020	128769	2002	OBLAK, NICOLE	201021	1	01-23301	.00	114.00	114.00
Total 128769:								.00		114.00
128770										
11/20	11/02/2020	128770	1122	STEAM-A-WAY CLEANING CO I	20702640	1	01-51600-3500	.00	434.80	434.80
Total 128770:								.00		434.80
128771										
11/20	11/02/2020	128771	1590	VISION SERVICE PLAN	201030	1	01-21596	.00	393.25	393.25
Total 128771:								.00		393.25
Grand Totals:								.00		415,269.38

Dated: _____

Mayor: _____

Murray, Mike

City Council: _____

Cram, Jeff

Evans, Donna

Peterson, Dean

Kiefer, Lamont

Gigous, Adam

Scholze, Travis

Yarrington, Richard

Zabinski, Shawn

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
ADLER, MARK							
1651	ADLER, MARK	222326	REBUILT CHIMNEY	10/15/2020	01-55401-3500 RECREATION PARK R	144.00	
Total ADLER, MARK:						144.00	
ALL AMERICAN DO-IT CENTER							
27	ALL AMERICAN DO-IT CENTER	148	STICK NAIL	10/08/2020	01-53311-3508 HWY/ST MAINT REP/M	35.14	
27	ALL AMERICAN DO-IT CENTER	989	#22825-REBAR	10/26/2020	01-53441-3400 STRM SEWR MAINT O	19.47	
27	ALL AMERICAN DO-IT CENTER	003-371361	MOUNTING TAPE	10/05/2020	01-53311-3408 HWY/ST MAINT OP SU	45.56	
Total ALL AMERICAN DO-IT CENTER:						100.17	
AUTO VALUE TOMAH							
61	AUTO VALUE TOMAH	522158615	PIPE	10/27/2020	01-53311-3502 HWY/ST MAINT REP/M	86.35	
Total AUTO VALUE TOMAH:						86.35	
BAUMGART, EMIL							
218	BAUMGART, EMIL	2010	INSPECTION PROF SERVICES	10/31/2020	01-52400-2100 INSPECTION PROF SE	500.00	
218	BAUMGART, EMIL	2010	COMMERCIAL ELECTRONIC PERMITS	10/31/2020	01-23031 COMMERCIAL ELECTRICAL	115.00	
Total BAUMGART, EMIL:						615.00	
BEST KEPT PORTABLES LLC							
84	BEST KEPT PORTABLES LLC	24510	PORTABLES-REC PARK PLAYGROUN	10/18/2020	01-55401-3400 RECREATION PARK O	72.00	
Total BEST KEPT PORTABLES LLC:						72.00	
BLUEGLOBES LLC							
91	BLUEGLOBES LLC	Y72-54082	FLIGHT LIGHT EQUIPMENT	10/16/2020	01-53510-3500 AIRPORT REPAIR & M	359.76	
Total BLUEGLOBES LLC:						359.76	
BOUND TREE MEDICAL LLC							
96	BOUND TREE MEDICAL LLC	83795491	AMBULANCE OPERATING SUPPLIES	10/02/2020	03-52300-3400 AMBULANCE OPERATI	1,425.43	
96	BOUND TREE MEDICAL LLC	83797282	AMBULANCE OPERATING SUPPLIES	10/05/2020	03-52300-3400 AMBULANCE OPERATI	107.50	
96	BOUND TREE MEDICAL LLC	83797283	AMBULANCE OPERATING SUPPLIES	10/05/2020	03-52300-3400 AMBULANCE OPERATI	403.98	
96	BOUND TREE MEDICAL LLC	83806176	AMBULANCE OPERATING SUPPLIES	10/12/2020	03-52300-3400 AMBULANCE OPERATI	156.79	
96	BOUND TREE MEDICAL LLC	83806177	AMBULANCE OPERATING SUPPLIES	10/12/2020	03-52300-3400 AMBULANCE OPERATI	104.94	
96	BOUND TREE MEDICAL LLC	83814922	AMBULANCE OPERATING SUPPLIES	10/19/2020	03-52300-3400 AMBULANCE OPERATI	867.13	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
96	BOUND TREE MEDICAL LLC	83819063	AC POWER SUPPLY	10/21/2020	03-52300-3400 AMBULANCE OPERATI	535.96	
96	BOUND TREE MEDICAL LLC	83824134	AMBULANCE OPERATING SUPPLIES	10/26/2020	03-52300-3400 AMBULANCE OPERATI	896.82	
96	BOUND TREE MEDICAL LLC	83826010	AMBULANCE OPERATING SUPPLIES	10/27/2020	03-52300-3400 AMBULANCE OPERATI	403.98	
96	BOUND TREE MEDICAL LLC	83827636	AMBULANCE OPERATING SUPPLIES	10/28/2020	03-52300-3400 AMBULANCE OPERATI	615.88	
Total BOUND TREE MEDICAL LLC:						5,518.41	
BROOKS TRACTOR INC							
1393	BROOKS TRACTOR INC	S03691	FUEL PUMP SEALING/FUEL FILTER	10/05/2020	01-53311-3502 HWY/ST MAINT REP/M	223.26	
Total BROOKS TRACTOR INC:						223.26	
COMPLETE OFFICE OF WISCONSIN INC							
157	COMPLETE OFFICE OF WISCO	791723	CARD HOLDER	10/28/2020	01-51440-3100 ELECTIONS OFFICE S	5.34	
Total COMPLETE OFFICE OF WISCONSIN INC:						5.34	
GRAM'S COMPUTER CENTER LLC							
173	GRAM'S COMPUTER CENTER L	5270	BUSINESS SERVICE CALL	10/19/2020	03-52300-3100 AMBULANCE OFFICE	46.00	
173	GRAM'S COMPUTER CENTER L	5278	BUSINESS SERVICE CALL	10/29/2020	03-52300-2100 AMBULANCE PROF SE	230.00	
Total GRAM'S COMPUTER CENTER LLC:						276.00	
DALY, HEATHER							
798	DALY, HEATHER	201016	MILEAGE	10/16/2020	03-52300-3300 AMBULANCE TRAVEL	51.75	
Total DALY, HEATHER:						51.75	
DENNY'S TRUCK & AUTO SERVICE INC							
192	DENNY'S TRUCK & AUTO SERVI	19873	TIRE REPAIR	10/19/2020	01-55200-3500 OTHER PARKS REPAI	20.00	
Total DENNY'S TRUCK & AUTO SERVICE INC:						20.00	
EMERGENCY MEDICAL PRODUCTS INC							
216	EMERGENCY MEDICAL PRODU	2204320	AMBULANCE SUPPLIES	10/02/2020	03-52300-3400 AMBULANCE OPERATI	1,673.24	
216	EMERGENCY MEDICAL PRODU	2204321	DYNAREX COLD PACKS	10/02/2020	03-52300-3400 AMBULANCE OPERATI	20.25	
216	EMERGENCY MEDICAL PRODU	2209592	AMBULANCE SUPPLIES	10/26/2020	03-52300-3400 AMBULANCE OPERATI	1,959.61	
216	EMERGENCY MEDICAL PRODU	2209866	AMBULANCE SUPPLIES	10/27/2020	03-52300-3400 AMBULANCE OPERATI	71.37	
216	EMERGENCY MEDICAL PRODU	2209889	AMBULANCE SUPPLIES	10/27/2020	03-52300-3400 AMBULANCE OPERATI	601.20	
216	EMERGENCY MEDICAL PRODU	2210430	AMBULANCE SUPPLIES	10/28/2020	03-52300-3400 AMBULANCE OPERATI	259.08	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Total EMERGENCY MEDICAL PRODUCTS INC:						4,584.75	
EMERGENCY SERVICES MARKETING CORP. INC.							
217	EMERGENCY SERVICES MARK	20-21170	YEAR 4 OF 5 YR SUBSCRIPTON/TELE	10/20/2020	01-52200-2900 FIRE PROTECTION SE	660.00	
Total EMERGENCY SERVICES MARKETING CORP. INC.:						660.00	
EVEREST EMERGENCY VEHICLES INC							
226	EVEREST EMERGENCY VEHICL	W03081	ACCIDENT REPAIRS	10/22/2020	03-52300-3500 AMBULANCE REPAIR	14,137.82	
Total EVEREST EMERGENCY VEHICLES INC:						14,137.82	
FABICK CAT							
1882	FABICK CAT	PILC0019317	HEAD	10/16/2020	01-53311-3502 HWY/ST MAINT REP/M	417.92	
Total FABICK CAT:						417.92	
FIRST SUPPLY LLC-LA CROSSE							
255	FIRST SUPPLY LLC-LA CROSSE	3046327-00	PVC PIPE/PRIMER	10/21/2020	01-55402-3500 AQUATIC CENTER REP	48.43	
Total FIRST SUPPLY LLC-LA CROSSE:						48.43	
GRANGERS LLC							
284	GRANGERS LLC	166578	CARLTON CHAIN	10/28/2020	01-53311-3502 HWY/ST MAINT REP/M	110.26	
Total GRANGERS LLC:						110.26	
GUTHRIE FIRE & SECURITY LLC							
296	GUTHRIE FIRE & SECURITY LL	929	SERVICE CALL	10/29/2020	03-52300-2900 AMBULANCE SERV CO	170.00	
Total GUTHRIE FIRE & SECURITY LLC:						170.00	
HAGEN SPORTS NETWORK							
299	HAGEN SPORTS NETWORK	201101	TAPING	11/01/2020	01-51100-3200 LEGISLATIVE PUB & S	250.00	
299	HAGEN SPORTS NETWORK	201101	TAPING	11/01/2020	01-51410-3200 MAYOR PUB & SUBSC	125.00	
Total HAGEN SPORTS NETWORK:						375.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
HILLYARD/HUTCHINSON							
312	HILLYARD/HUTCHINSON	604113906	TOWEL/LINER	10/28/2020	01-55200-3500 OTHER PARKS REPAI	553.69	
Total HILLYARD/HUTCHINSON:						553.69	
HORST DISTRIBUTING INC							
1401	HORST DISTRIBUTING INC	87297-000	80AMP FUSE LINK	10/13/2020	01-55200-3500 OTHER PARKS REPAI	45.89	
Total HORST DISTRIBUTING INC:						45.89	
LAWSON PRODUCTS INC							
390	LAWSON PRODUCTS INC	9307958213	PARTS	10/21/2020	01-53311-3502 HWY/ST MAINT REP/M	221.31	
Total LAWSON PRODUCTS INC:						221.31	
LOFFLER COMPANIES							
1391	LOFFLER COMPANIES	3546429	METER-PMGMT-CITYOFTOMAH-01 9/1	10/13/2020	01-51520-3100 TREASURER OFFICE	11.99	
1391	LOFFLER COMPANIES	3552957	SERVICE CONTRACT#C7565IIII 09/24/	10/21/2020	01-51420-2900 CITY CLERK SERV CO	31.35	
Total LOFFLER COMPANIES:						43.34	
MACQUEEN EQUIPMENT							
1757	MACQUEEN EQUIPMENT	P16983	HOSE	10/21/2020	01-53311-3502 HWY/ST MAINT REP/M	243.73	
Total MACQUEEN EQUIPMENT:						243.73	
MCCI LLC							
422	MCCI LLC	SCA000363	WEBLINK SUBSCRIPTION	10/19/2020	01-51450-2900 COMPUTER SERV CO	516.48	
Total MCCI LLC:						516.48	
MID-STATE DOOR & OPENER							
431	MID-STATE DOOR & OPENER	00323	CABLE BROKE	10/15/2020	01-53311-3508 HWY/ST MAINT REP/M	167.50	
Total MID-STATE DOOR & OPENER:						167.50	
MILDE APPRAISAL SERVICE LLC							
437	MILDE APPRAISAL SERVICE LL	2011	2020 ASSESSOR PROF SERVICES	11/01/2020	01-51530-2100 ASSESSOR PROF SER	3,400.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Total MILDE APPRAISAL SERVICE LLC:						3,400.00	
MILESTONE MATERIALS							
438	MILESTONE MATERIALS	3500187584	BOULDERS	10/20/2020	01-55401-3400 RECREATION PARK O	47.77	
Total MILESTONE MATERIALS:						47.77	
MISSISSIPPI WELDERS SUPPLY COMPANY INC							
442	MISSISSIPPI WELDERS SUPPL	428852	OXYGEN/MATERIAL	10/14/2020	03-52300-3400 AMBULANCE OPERATI	113.93	
Total MISSISSIPPI WELDERS SUPPLY COMPANY INC:						113.93	
MSA PROFESSIONAL SERVICES INC							
467	MSA PROFESSIONAL SERVICE	R00067007.0-3	TID#8 AMENDMENT & GENERAL PLAN	10/16/2020	14-56700-2100 TID 8 EC DEV PROF S	763.25	
467	MSA PROFESSIONAL SERVICE	R00067007.0-3	TID#8 AMENDMENT & GENERAL PLAN	10/16/2020	01-56900-2100 OTH CONSV & DEV PR	1,595.00	
Total MSA PROFESSIONAL SERVICES INC:						2,358.25	
NAPA - CENTRAL WISCONSIN AUTO PARTS							
475	NAPA - CENTRAL WISCONSIN A	10272020	HOSE FITTINGS	10/27/2020	01-53311-3502 HWY/ST MAINT REP/M	68.95	
Total NAPA - CENTRAL WISCONSIN AUTO PARTS:						68.95	
ON-TARGET PEST & WILDLIFE CONTROL LLC							
1256	ON-TARGET PEST & WILDLIFE	5761	COMMERCIAL SERVICE 10/28/20	10/28/2020	03-52300-2900 AMBULANCE SERV CO	40.00	
Total ON-TARGET PEST & WILDLIFE CONTROL LLC:						40.00	
PENNY J. PRECOUR ATTORNEY AT LAW S.C.							
469	PENNY J. PRECOUR ATTORNE	2011	2020 LEGAL SERVICES	11/01/2020	01-51300-2100 LEGAL PROF SERVICE	2,700.00	
Total PENNY J. PRECOUR ATTORNEY AT LAW S.C.:						2,700.00	
QUILL CORPORATION							
538	QUILL CORPORATION	11267392	AMBULANCE SUPPLIES	10/12/2020	03-52300-3400 AMBULANCE OPERATI	83.55	
538	QUILL CORPORATION	11282309	AMBULANCE SUPPLIES	10/13/2020	03-52300-3400 AMBULANCE OPERATI	68.38	
538	QUILL CORPORATION	11457632	AMBULANCE SUPPLIES	10/19/2020	03-52300-3400 AMBULANCE OPERATI	772.95	
538	QUILL CORPORATION	11584956	BLUE PEN	10/22/2020	03-52300-3400 AMBULANCE OPERATI	2.00	
538	QUILL CORPORATION	11585295	BLUE PEN	10/22/2020	03-52300-3400 AMBULANCE OPERATI	1.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
538	QUILL CORPORATION	11588750	AMBULANCE SUPPLIES	10/22/2020	03-52300-3400 AMBULANCE OPERATI	178.97	
Total QUILL CORPORATION:						1,106.85	
RIVER CITY READY MIX INC							
557	RIVER CITY READY MIX INC	41823-2	LIMEROCK EXTERIOR	10/15/2020	01-53441-3400 STRM SEWR MAINT O	412.00	
Total RIVER CITY READY MIX INC:						412.00	
SAFE-FAST INC							
569	SAFE-FAST INC	INV237899	JACKETS/SWEATSHIRTS/PANT	10/13/2020	01-53311-3409 HWY/ST MAINT OP SU	1,596.14	
569	SAFE-FAST INC	INV238122	FACE MASKS	10/19/2020	01-53311-3409 HWY/ST MAINT OP SU	75.00	
569	SAFE-FAST INC	INV238123	RAINWEAR JACKET	10/19/2020	01-53311-3409 HWY/ST MAINT OP SU	46.50	
569	SAFE-FAST INC	INV238444	CREW NECK SWEATSHIRT	10/26/2020	01-53311-3409 HWY/ST MAINT OP SU	29.95	
Total SAFE-FAST INC:						1,747.59	
STAPLES ADVANTAGE							
596	STAPLES ADVANTAGE	3459228715	BLK TONER	10/15/2020	01-52100-3100 LAW ENFORCE OFFIC	123.87	
Total STAPLES ADVANTAGE:						123.87	
THE O'BRION AGENCY LLC							
859	THE O'BRION AGENCY LLC	75573	COPY PAPER	10/21/2020	01-51450-3100 COMPUTER OFFICE S	450.00	
Total THE O'BRION AGENCY LLC:						450.00	
TOMAH SEWER UTILITY							
653	TOMAH SEWER UTILITY	20-0012794	19-07160 ENVIROTECH EQUIPMENT R	03/24/2020	08-57324-8300 CAPITAL PROJECT HW	249,000.00	
Total TOMAH SEWER UTILITY:						249,000.00	
TRI-STATE BUSINESS MACHINES INC							
672	TRI-STATE BUSINESS MACHINE	501610	SERVICE CONTRACT NO.102852-01 1	10/22/2020	01-51200-2900 JUDICIAL SERV CONT	18.00	
Total TRI-STATE BUSINESS MACHINES INC:						18.00	
UWHC							
1683	UWHC	9382	ABCS CARDS PRINTED	11/02/2020	03-52300-3350 AMBULANCE TRAININ	50.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Total UWHC:						50.00	
WESTERN TECHNICAL COLLEGE							
728	WESTERN TECHNICAL COLLEG	IN09926	INSTRUCTOR RENEWAL-H.DALY	10/20/2020	03-52300-3300 AMBULANCE TRAVEL	46.34	
Total WESTERN TECHNICAL COLLEGE:						46.34	
ZEE MEDICAL SERVICE							
780	ZEE MEDICAL SERVICE	54127898	OVAL STRIP GAUZE/ZEE FLEX/LIQUID	10/21/2020	01-53311-3409 HWY/ST MAINT OP SU	96.40	
Total ZEE MEDICAL SERVICE:						96.40	
Grand Totals:						291,548.11	

Dated: _____

Mayor: _____

Murray, Mike

City Council: _____

Cram, Jeff

Evans, Donna

Peterson, Dean

Kiefer, Lamont

Gigous, Adam

Scholze, Travis

Yarrington, Richard

Zabinski, Shawn

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:	\$415,269.38	Check #'s:	128598-128654 128692-128771
2. Payroll:	\$235,889.55	Dir Dep #'s:	61359-61590
3. Wire/ACH Transfers:	\$30,959.85		
4. Invoices:	\$291,548.11		
Total:	<u>\$973,666.89</u>		

Mayor

Clerk

Requested by: Finance Department

Submitted by: Committee of the Whole

November 4, 2020

STAFF COMMITTEE PREPARATION REPORT

Agenda Item: Award Bids for Recreation Park Old Grandstand Roof Repair

Summary and Background Information:

(appropriate documentation attached)-

Attached is the bid tab, actual bid and email from insurance to proceed with the work.

Fiscal Note:

Recommendation: Acknowledge bids received and award Bids to Brickl Bros. for General Construction and Kish & Son's Electric for the Electric. Total cost is \$246,258.02. The cost is covered through the insurance claim due to storm/wind damage to the old Grandstands



Joe Protz, Director

11-4-20

Date

Tomah Grandstand Budget Estimate Vs. Actual Bids

Description	Schedmatic Budget	Actual Bids
General Conditions		
Temp. Toilets		\$ 400.00
Dumpsters		\$ 1,100.00
General Conditions Totals	\$ 2,500.00	Included in General Const.
General Construction		
Supervision & Management		\$ 3,520.00
Equipment		\$ 7,500.00
Demolition		\$ 3,000.00
Concrete Piers		\$ 16,400.00
Railing - Damaged Portion		See Railing Replace
Steel Columns		\$ 11,400.00
Girder Cover		See Trusses
Trusses w/ Purlins		\$ 36,200.00
Wood Columns		See Trusses
Wall to SS Flashings		\$ 8,400.00
Back Wall		See Trusses
Steel Roofing/Siding		\$ 12,200.00
Steel Trims		See Steel Roofing/Siding
Bleachers (30% replacement)		\$ 33,000.00
Back Wall Fencing		See Railing Replace
Gutters & Downspouts		\$ 4,000.00
Progress & Site Cleanup		\$ 1,100.00
Sign Replacement		\$ 11,500.00
Complete Railing Replace		\$ 10,000.00
General Construction Totals	\$ 206,400.00	\$ 159,720.00
Electrical		
Power Supply Relocate		\$ 930.00
New Panelboard on Bldg		\$ 1,940.00
Seating Bay Lighting (6 MH)		\$ 12,550.00
Demo Existing Electrical		\$ 1,100.00
Walkway Lighting (4 Floodlights)		\$ 3,869.00
Uninterruptible Power Supply		\$ 7,280.00
Security Lighting (4 LED wallpack)		See Walkway Lighting
Track Floodlights (4 manual)		\$ 5,870.00
Parking Floodlights (4 manual)		\$ 5,060.00
Switch and Sign Receptical		\$ 1,720.00
Equipment + Permit		\$ 2,650.00
Travel, Managemen t		\$ 2,800.00
Electrical Totals	\$ 30,500.00	\$ 45,769.00
Total Cost of Work	\$ 239,400.00	\$ 205,489.00
Design Fee (7%)	\$ 18,768.96	\$ 16,110.34
Construction Mgmt Fee (12%)	\$ 28,728.00	\$ 24,658.68
Estimate - Grand Total	\$ 286,896.96	\$ 246,258.02
Difference		\$ (40,638.94)



Bid Tab

<u>Contractor</u>	<u>Bid #1 G.C.</u>	<u>Bid #2 Electrical</u>
Brickl Bros.	\$159,720.00	
Olympic Builders	\$198,024.00	
T2 Contracting	\$187,545.00	
Americon	\$164,000.00	
Kish & Sons Electric		\$59,969.00
Poellinger Electric		\$73,533.00

Joe Protz

From: Greg Brickl <gbrickl@bricklbros.com>
Sent: Monday, October 26, 2020 1:17 PM
To: Jeff Greive; Joe Protz
Cc: Michael Diehl
Subject: IMPORTANT: Revised Electrical Cost
Attachments: Budget_vs_Actual_10-26-20_v2.pdf

Joe and Jeff,

It turns out Kish Electric, our low electrical bidder by significant margin, had costed an inverter into their bid for the uninterruptible power supply. The inverter is not required per the electrical engineer, so Kish is removing it from their scope.

The electrical price will decrease by \$14,200 to a revised total of \$45,769 after eliminating the inverter cost.

I am attaching a revised estimate vs actual PDF showing that cost reduction.

Thank you!

Greg

— —

Greg Brickl

Business Development Manager

Brickl Bros., Inc.

Designers | Construction Managers | Builders

400 Brickl Road | West Salem, WI 54669

M (608) 807-8267 | O (608) 786-0890 | F 608-786-2722

www.bricklbros.com | facebook.com/bricklbros

Joe Protz

From: Jeff Greive <Jeff.Greive@claimspro.us>
Sent: Friday, October 23, 2020 11:14 AM
To: Joe Protz
Subject: Concerning claim Z01598284 - City of Tomah (61010-1552) - STATUS UPDATE
Attachments: Statement of Loss.pdf; Building Envelope Consultants - Report.pdf

Hi Joe,

I wanted to give you an update on the claim.

1. I have attached a copy of the Statement of Loss form. This is a running document that accounts for all current claim related expenses and all prior payments. It is broken out for each location and property as listed on the insurance policy.
 - **Loc #5 - Bld #1 Recreation Park (Fencing)**
 - As it stands, we received estimates and invoices from B&B Fencing totaling \$8,147.00 for the fencing repairs. A payment for the full amount has been issued to the City. It is my understanding that all fencing related work is completed. If you haven't already, you can issue payment to B&B for the completed fencing work.
 - **Loc# 5 – Bld# 7 – Grandstand**
 - You had originally submitted an estimate from Gerke Excavating in the amount of \$24,200.00 for the demo of the grandstand. A payment for this amount has already been issued previously. However, the actual final invoice from Gerke came in at \$4,942.80, which is \$19,257.20 less than the estimated amount. These funds will be applied to the total reconstruction cost of the grandstand.
 - On 9/17/2, I received a copy of the revised "schematic budget" from Greg Brickl. The Estimated Grand Total on that document is \$286,896.96. In order to get a payment issued and some cash in the hands of City, the insurance company has agreed to issue a payment for 50% of the Estimated Grand Total from the revised schematic budget, which is \$143,448.48. However, they then applied the overpayment amount of \$19,257.20 from the demolition as mentioned above, to arrive at the current payment amount of \$124,1919.28. A payment for this amount is currently in the process of being approved and issued. This will allow the city to have some cash on hand to pay Brickl for the early phases of the forthcoming progress payment plan. As phases of the project are completed and these funds eventually become depleted, the insurance company will then issue additional payments based on the invoices for the completed repairs.
 - **Loc# 24 – Bld# 1 – Ambulance Service**
 - I know that you are not involved with this building, but as you can see, a payment for the roof damages to the Ambulance Service building has been issued. Once these repairs are completed, the city can submit their final invoice from the contractor to recover the \$2,662.31 of depreciation that was withheld. Please feel free to forward this information to anyone in that department that may need to know.



STAFF PREPARATION REPORT

Agenda Item: AUTHORIZATION FOR AMBULANCE FEE INCREASE FOR 2021

Background: Tomah Area Ambulance has not adjusted ambulance fees for service rendered since 2018. Our fees for service need to reflect the cost for staffing a department and the cost for replacing equipment and stock used on a daily basis.

Problem: The Service has seen significant increases to the calls for service of the ambulance department. Due to the continual increase of cost relating to items such as: narcotics, medications, pressurized IV tubing and ports, stretchers, monitors, pumps, radios, uniforms, ambulance units, employees, training, training simulators, etc., fees for service needs to remain current.

Fiscal Notes: The Ambulance Department is a self-funding enterprise and proper fees for services rendered must be routinely reviewed and adjusted according to the market and within the guidelines approved by private insurance companies.

Recommendation: Tomah Ambulance Commission has reviewed the need for the fee increase for service rendered and voted unanimously to make a recommendation that the Council approve the request.

Tim Adler
Public Safety Director / Fire Chief

10/30/20

Date

Approved By:

City Administrator

Date

2020 Billing Rate Comparisons and Proposed Increases



Description Charge	TAS		Dells/Delton		Beaver Dam		Pardeville EMS		DeForest / Windsor		Marshfield		Nekosa		Reedsburg		2020 Proposed Rate Increase	
BLS Resident	\$1,200.00	\$961.00	\$700.00	\$1,175.00	\$1,050.00	\$850.00	\$812.00	\$900.00	\$1,250.00	\$850.00	\$812.00	\$900.00	\$1,250.00	\$900.00	\$900.00	\$1,250.00	\$1,250.00	
BLS Non Resident	\$1,200.00	\$1,061.00	\$800.00	\$1,175.00	\$1,150.00	\$950.00	\$937.00	\$1,000.00	\$1,350.00	\$950.00	\$937.00	\$1,000.00	\$1,350.00	\$1,000.00	\$1,000.00	\$1,350.00	\$1,350.00	
ALS-1 Resident	\$1,440.00	\$1,149.00	\$875.00	\$1,300.00	\$1,150.00	\$1,000.00	\$947.00	\$1,050.00	\$1,500.00	\$1,000.00	\$947.00	\$1,050.00	\$1,500.00	\$1,050.00	\$1,050.00	\$1,500.00	\$1,500.00	
ALS-1 Non Resident	\$1,440.00	\$1,249.00	\$975.00	\$1,300.00	\$1,250.00	\$1,200.00	\$1,072.00	\$1,150.00	\$1,600.00	\$1,200.00	\$1,072.00	\$1,150.00	\$1,600.00	\$1,150.00	\$1,150.00	\$1,600.00	\$1,600.00	
ALS-2 Resident	\$1,560.00	\$1,911.00	\$1,390.00	\$1,500.00	\$1,400.00	\$1,100.00	\$1,350.00	\$1,500.00	\$1,800.00	\$1,100.00	\$1,350.00	\$1,500.00	\$1,800.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	
ALS-2 Non Resident	\$1,560.00	\$1,986.00	\$1,490.00	\$1,500.00	\$1,500.00	\$1,300.00	\$1,475.00	\$1,600.00	\$2,000.00	\$1,300.00	\$1,475.00	\$1,600.00	\$2,000.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	
ALS-CC Resident	xx	xx	\$1,450.00	xx	xx	\$1,250.00	\$1,000.00	\$1,800.00	\$2,000.00	\$1,250.00	\$1,000.00	\$1,800.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	
ALS-CC Non Resident	xx	xx	\$1,550.00	xx	xx	\$1,500.00	\$1,100.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,100.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	
Mileage Resident	\$20.40	\$17.00	\$15.50	\$15.00	\$19.50	\$16.50	\$14.50	\$17.00	\$21.00	\$16.50	\$14.50	\$17.00	\$21.00	\$17.00	\$17.00	\$21.00	\$21.00	
Mileage Non Resident	\$20.40	\$19.00	\$16.00	\$15.00	\$21.50	\$17.50	\$15.00	\$18.00	\$22.00	\$17.50	\$15.00	\$18.00	\$22.00	\$18.00	\$18.00	\$22.00	\$22.00	
No Transport																		
BLS On Scene Care - Resident	\$600.00	\$762.00	\$300.00	\$75.00	\$375.00	\$250.00	\$321.00	\$425.00	\$625.00	\$250.00	\$321.00	\$425.00	\$625.00	\$425.00	\$425.00	\$625.00	\$625.00	
BLS On Scene Care - Non Resident	\$600.00	\$762.00	\$425.00	\$75.00	\$375.00	\$250.00	\$321.00	\$525.00	\$725.00	\$250.00	\$321.00	\$525.00	\$725.00	\$525.00	\$525.00	\$725.00	\$725.00	
ALS On Scene Care - Resident	\$720.00	\$840.00	\$700.00	\$100.00	\$770.00	\$680.00	\$771.00	\$850.00	\$950.00	\$680.00	\$771.00	\$850.00	\$950.00	\$850.00	\$850.00	\$950.00	\$950.00	
ALS On Scene Care - Non Resident	\$720.00	\$965.00	\$850.00	\$100.00	\$850.00	\$780.00	\$871.00	\$950.00	\$1,250.00	\$780.00	\$871.00	\$950.00	\$1,250.00	\$950.00	\$950.00	\$1,250.00	\$1,250.00	
Extra Fees																		
Stand-By	\$85.00																\$85.00	
Blood Draw	\$90.00																\$125.00	

October Permit Report

10/01/2020 - 10/31/2020

Permit #	Permit Date	Permit Type	Project Description	Parcel Address	Total Fees	Construction Value
5722	10/28/2020	Plumbing	Plumbing for addition of a bathroom in existing basement	116 W ELIZABETH STREET	\$45.00	3,796.00
5721	10/27/2020	Alter/Addition One or Two Family	Construct 12 x 9 addition to connect home to detached garage (garage and addition of frost footings)	1322 KILBOURN AVENUE	\$30.00	3,000.00
5720	10/27/2020	Alter/Addition One or Two Family	Constructing aluminum ramp addition to existing rear deck	1512 STOUGHTON AVENUE	\$35.00	700.00
5719	10/27/2020	Alter/Addition One or Two Family	Reframe roof over existing attached garage, replace 2nd story exterior landing and steps	717 KILBOURN AVENUE	\$80.00	10,000.00
5718	10/27/2020	Alter/Addition One or Two Family	Modifying existing window opening and installing a new bay window	1102 HANSEN STREET	\$56.00	6,099.00

Permit #	Permit Date	Permit Type	Project Description	Parcel Address	Total Fees	Construction Value
5717	10/27/2020	Plumbing	Plumbing for addition of restrooms in existing Manufacturing facility, adding showers, toilets, urinal, lavatory & water heater	411 MARTIN AVENUE	\$122.00	29,415.00
5716	10/27/2020	Mechanical	Replacing furnace	404 BUTTS AVENUE	\$45.00	2,250.00
5715	10/27/2020	Electrical	200 amp service and receptacles for semi block heaters	400 Martin Ave.	\$65.00	9,999.00
5714	10/27/2020	Mechanical	HVAC for new single family home	523 Mubarak St.	\$65.00	9,000.00
5713	10/26/2020	Alter/Addition One or Two Family	Enclosing front porch, converting to living space (within the building footprint)	310 JEFFERSON STREET	\$30.00	2,000.00
5712	10/26/2020	Electrical	Installing smoke and CO2 detectors in basement	1610 HOLLISTER AVENUE	\$30.00	150.00
5711	10/22/2020	Township-LaGrange (New const.)	New single family home	9940 Elkhorn Rd	\$612.16	0.00
5710	10/22/2020	Alter/Addition One or Two Family	Remodel of unfinished basement(Family room and bathroom)	312 N LAWRENCE AVENUE	\$128.00	16,900.00
5709	10/19/2020	Deck Permit	Constructing new 8 x 10 deck in rear yard	1614 STOUGHTON AVENUE	\$35.00	500.00
5708	10/19/2020	Demolition	Partial demolition of detached garage (removing a dilapidated section)	605 KILBOURN AVENUE	\$0.00	0.00
5707	10/19/2020	Fence	New 4' chain link fence adjacent to property line (property boundary markers located)	520 Alyssa St.	\$20.00	0.00

Permit #	Permit Date	Permit Type	Project Description	Parcel Address	Total Fees	Construction Value
5706	10/15/2020	Electrical	Service upgrade (100 amp)	414 W MONOWAU STREET	\$45.00	1,500.00
5705	10/15/2020	Electrical	Commercial Occupancy change(Adding receptacles & lighting, (3) 30 amp 220V dryer circuits)	321 Butts Ave.	\$50.00	3,000.00
5704	10/15/2020	Plumbing	Plumbing for commercial alteration (adding laundry hookups, installing toilet and shower in 1 unit)	321 Butts Ave.	\$55.00	5,500.00
5703	10/15/2020	Plumbing	Plumbing for new single family home	513 Alyssa St.	\$71.00	12,485.00
5702	10/14/2020	Mechanical	Furnace replacement	800 Sime Ave.	\$50.00	3,000.00
5701	10/14/2020	Alt/Addition Commercial Building	Converting a section of the main floor area of previous Hospital to a CBRF (work includes: replacing fixed windows with operable/venting windows, installing lockable hardware on unit doors, installation of a smoke/heat detections system per NFPA 72)	321 Butts Ave.	\$450.00	50,000.00
5700	10/14/2020	Building- New Commercial	42 x 56 Industrial Storage Building	1730 REZIN ROAD	\$523.36	40,000.00
5699	10/12/2020	Fence	6' vinyl privacy fence >2' from property lines	315 NICHOLAS STREET	\$20.00	0.00
5698	10/8/2020	Fence	4' chain link fence adjacent to property line(Property boundary located)	338 GREEN ACRES AVENUE	\$20.00	0.00
5697	10/8/2020	Building- New Single Family	New single family home	513 Alyssa St.	\$1,488.32	250,000.00
5696	10/8/2020	Mechanical	HVAC for new duplex (part of 4 unit structure)	501 W Veterans St.	\$92.00	18,400.00

Permit #	Permit Date	Permit Type	Project Description	Parcel Address	Total Fees	Construction Value
5695	10/8/2020	Mechanical	HVAC for new duplex (part of 4 unit structure)	501 W Veterans St.	\$92.00	18,400.00
5694	10/8/2020	Building- New Duplex	New Duplex(part of 4 unit development) fire separation provided	501 W Veterans St.	\$1,686.36	475,000.00
5693	10/8/2020	Building- New Duplex	New Duplex(part of 4 unit development) fire separation provided	501 W Veterans St.	\$1,686.36	475,000.00
5691	10/7/2020	Alt/Addition Commercial Building	Replacing windows, siding, and footing and foundation for 18 sq ft of building infill.	935 N SUPERIOR AVENUE	\$450.00	50,000.00
5690	10/7/2020	Land Disturbance Permit	Adding asphalt parking area (3 standard stalls & 1 ADA stall) Adding ADA pedestrian ramp at existing sidewalk.	501 Gopher Dr.		0.00
5689	10/1/2020	Fence	New 6' wooden fence >2' from property lines	217 N LAWRENCE AVENUE	\$20.00	0.00
5688	10/1/2020	Shed Permit<150 square feet	8 x 10 shed in rear yard	532 Alyssa St.	\$15.00	2,155.00
5687	10/1/2020	Deck Permit	Replacing existing front deck with new larger deck	313 MC LEAN AVENUE	\$35.00	7,000.00
5683	10/19/2020	Plumbing	Replacing water lines and drain lines for home remodel.	510 E MONROE STREET	\$60.00	6,100.00
					\$8,307.56	1,511,349.00

Total Records: 36

11/9/2020