



## **AGENDA FOR COMMITTEE OF THE WHOLE**

A Committee of the Whole meeting will be held on **Monday, March 18, 2024 at 6:30 PM**  
in the **Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.**

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### **Join Zoom Meeting:**

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

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

### **CALL TO ORDER – ROLL CALL**

### **APPROVAL OF THE MINUTES:**

- [1.](#) Approval of the Minutes from February 19, 2024

### **REPORTS:**

#### **City Clerk**

- [2.](#) City Clerk Monthly Report

#### **Treasurer**

- [3.](#) February 29, 2024 Cash and Investments Schedule

#### **Parks & Recreation**

- [4.](#) Tomah Parks and Recreation Program Report

#### **Public Works & Utilities**

- [5.](#) Public Works And Utilities Director Report

#### **Police Department**

- [6.](#) Tomah Police Department Monthly Report February 2024
- [7.](#) 2023 Tomah Police Department Annual Report

#### **Chamber/Convention & Visitors Bureau**

### **GENERAL:**

- [8.](#) Special Wine Permit for Area Community Theatre, Inc., “Death by Chocolate” show on April 25, 26, 27, 28, May 10, 11, and 12, 2024
- [9.](#) Special Event Outdoor Cabaret License for the Greater Tomah Area Chamber of Commerce for the 800 and 900 blocks of Superior Avenue for six “Downtown Thursday Nights” concert events in July and August of 2024
- [10.](#) Special Beer and Wine License Application by the Tomah Lions Club for Downtown Thursday Nights in July and August of 2024
- [11.](#) Appointment of 2024-2025 Election Officials
- [12.](#) Original application of Class “B” Fermented Malt Beverage License and “Class C” Wine License
- [13.](#) Plan Commission recommendation to amend ordinance section 52-209(b)(3)-1st reading
- [14.](#) Plan Commission recommendation to amend ordinance section 52-74 & 52-82(7)(e) & (h)--1st reading
- [15.](#) Plan Commission recommendation to amend ordinance section 52-231--1st reading
- [16.](#) Plan Commission recommendation to amend ordinance section 52-40-Schedule of Regulations--1st reading
- [17.](#) Resolution Authorizing Payment of Monthly Bills

## **Committee of the Whole – March 18, 2024**

- [18.](#) Request for approval of lease agreement between the City of Tomah and the Tomah Public Housing authority at 107 E. Milwaukee St., and update of lease agreement for Anthony L. Damico at 109 E. Milwaukee St.
- [19.](#) Approval of Temporary Class “B” license application by North American Squirrel Association (n.a.s.a.) to sell fermented malt beverages and wine at the Tom Wopat concert at Recreation Park on May 4, 2024
- [20.](#) Ordinance Amending Section 44-181 (1) Operation of ATVs and UTVs in the City of Tomah first Reading, Second Reading, Adoption

### **ADJOURN**

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



## MINUTES FOR COMMITTEE OF THE WHOLE FEBRUARY 19, 2024

### CALL TO ORDER – ROLL CALL

The meeting was called to order by Common Council President John Glynn. Present: John Glynn, Travis Scholze, Richard Yarrington, Lamont Kiefer, Dean Peterson, Michael Murray, and Nicole Hart. Absent: Nellie Pater and Shawn Zabinski. Also present: Molly Powell, Kirk Arity, Joe Protz, Shane Rolff (remote), Scott Holum (remote), and Nicole Jacobs. All motions are unanimously approved unless otherwise notated. The meeting was recorded by Hagen Sports Network and was also available via Zoom.

Prior to the start of the meeting, several individuals who were logged on to Zoom were using vulgar and inappropriate language. After the meeting was called to order, Council President John Glynn asked the individuals to remain muted and please refrain from any inappropriate language or behavior. As the individuals continued to be disruptive and speaking out of turn, they were removed from the Zoom feed.

### **February Treasurer's Report**

Powell provided a written monthly report. She recently met with Wisconsin Department of Transportation's Compliance Manager to discuss updating the city's Title VI Plan, which is on the agenda for review. Powell reported to the committee that she has received a number of complaints about Tomah Transit regarding the new carrier with long wait times being the most frequent complaint. The first installment of tax collection wrapped up on January 31; the second will be due March 31. She also recently met with Ehler's for a quarterly review of the city's investments. An annual audit will be conducted between March 18-22.

### **Preliminary December 31, 2023 Revenue and Expenditures with Comparison to Budget**

Powell entertained any questions from the committee.

### **January 31, 2024 Cash and Investments Schedule**

Motion by M. Murray, second by T. Scholze, to recommend the Council approve the January 31, 2024 Cash and Investments Schedule. Motion carried.

### **Tomah Parks and Recreation Program Report**

Director Protz provided a monthly report. Staff continue to plug away at the department's transition into the old fire station and Protz is hopeful they will start some programming and activities in mid-March. Crews continue to work on the Flare Ave project, which he is expecting will be completed sometime in the spring. Parks and Rec is finishing up with its winter activities; Protz is working to have a summer program list out sometime in March. The department will be shifting its focus to the aquatic center in the next couple months to get it cleaned up and ready for summer.

### **Public Works and Utilities Director Report**

Street: Crews have completed tree trimming in the boulevard throughout the city. Facility upgrades have become a focus along with brush removal along the trail system. The ET project has been bid on and Monroe County Highway Department will be awarding the bid to Gerke Excavating Inc. in the amount of just over \$3.2 million.

Sewer: The UV system is being installed this week. Bid requests for the painting of the equipment will be accepted until February 27.

Water: Operations are normal and lead service inventory has been the focus.

Lake: The next Lake Committee is tentatively scheduled for March 21, 2024, at 5 p.m.

### **Police Department Monthly Report – January 2024**

Chief Holum provided a written monthly report. Tomah PD had an officer submit their resignation, leaving the department with one empty position. Holum has opened up a hiring process and will be taking applications until April 13. The new K9's paw is now healed, and he is back on modified duty and has been cleared to do narcotics work. Three new radar signs have been delivered and are waiting for installment. Holum reminded the committee that the K9 golf fundraiser will take place on June 7. He expects the department's annual report will be complete within the next couple of weeks.

### **Chamber/Convention & Visitors Bureau**

Director Tina Thompson provided an update to the committee, explaining the Chamber has completed the area guide and will begin distribution after the annual banquet. She has been working with Monroe County Economic

Development Committee to plan a conference, which is scheduled for March 21-22. The Chamber is also bringing back a leadership academy, which will be a nine-month program starting in March. They continue to work on a “Best of Tomah” campaign and the annual banquet is slated for the end of February.

### **Discussion on Road Runners UTV Club Request to Change ATV/UTV Ordinance**

Mike Harrison, President of Road Runners UTV Club spoke at the meeting with a request for consideration to amend City of Tomah Ordinance 44-181 Operation of ATVs and UTVs. Specifically, Subparagraph 1, which currently reads, “ATVs and UTVs may only be operated on approved ATV/UTV routes from 5:00 a.m. - 10:00 p.m.” The club is requesting that the Council consider that the time restraint be stricken from the ordinance to allow the use of ATVs and UTVs as transport during any time of the day or night. K. Arity spoke on behalf of the SET, explaining that staff wanted to bring the item to the committee for discussion to gather feedback for further discussion at a staff level before bringing a recommendation to the council. Chief Holum explained the PD have not had issues with UTV’s and that most people recognize it is a privilege to drive in the city and are respectful of that. Arity said the SET will move ahead with amending the ordinance and will likely bring it back for Council’s consideration in March or April.

### **Ordinance Rezoning Alexandra Matthews & David Deprey property located at 1201 Kilbourn Ave. (Parcel 286-01906-0000) from B-Business District to R2 One-and Two-Family Residential District. 1<sup>st</sup> & 2<sup>nd</sup> Reading and Adoption.**

The applicants wish to rezone the property located at 1201 Kilbourn Ave from business district to residential. The property currently has a single-family residence and is considered a legal nonconforming use. The rezone would bring the property into compliance with the City of Tomah zoning ordinances and is consistent with the City of Tomah Future Land Use Map. Based on review of the application, the Plan Commission recommends approval of the rezoning as it is consistent with the City of Tomah Comprehensive Plan Future Land Use map. Motion by R. Yarrington, second by T. Scholze, to recommend the Council adopt the ordinance rezoning Parcel 286-01906-0000 from B-Business District to R2 One-and Two-Family Residential District. Motion carried.

### **LRPC request to use Economic Development funds up to \$60,000 for 2024 to expand current Planning Services provided by Vandewalle & Associates to include Economic Development duties as stated in the attached Economic Development Work Plan**

S. Rolff explained that in lieu of rehiring or replacing a position that was vacated in 2007, city staff felt it would be best to save money by utilizing Vandewalle’s existing knowledge and connections. No one currently on staff or on the LRPC has the skill set or the resources to complete most items on the presented work plan. Motion by M. Murray, second by N. Hart, to recommend the Council approve LRPC’s request to use Economic Development funds up to \$60,000 for 2024 to expand current Planning Services provided by Vandewalle & Associates. Motion carried with three negative votes (L. Kiefer, R. Yarrington, and D. Peterson.)

### **Resolution adopting the Public Participation Plan for City of Tomah Comprehensive Plan update.**

Section 66.1001 (4)(a) of Wisconsin Statutes requires the city to adopt, by resolution, written procedures designed to foster public participation in the preparation of its comprehensive plan. Motion by L. Kiefer, second by M. Murray, to recommend the Council approve adopting the Public Participation Plan for City of Tomah Comprehensive Plan update. Motion carried.

### **Special Beer and Wine Permit Application by Monroe County Support Services for Budweiser Dairyland Super Nat’l Truck and Tractor Pull on June 19-22, 2024.**

Motion by D. Peterson, second by R. Yarrington, to recommend the Council approve the special beer and wine license application by Monroe County Support Services for Budweiser Dairyland Super Nat’l Truck and Tractor Pull. Motion carried.

### **Special Beer and Wine License Application by Monroe County Support Services for Monroe County Fair on July 24-28, 2024**

Motion by R. Yarrington, second by D. Peterson, to recommend the Council approve the special beer and wine license application by Monroe County Support Services for Monroe County Fair. Motion carried.

### **Monroe County Support Services (MCSS) extending hours of operation at the Monroe County Fair Beer Garden on Friday, July 26 and Saturday, July 27, 2024 at Recreation Park.**

Motion by L. Kiefer, second by R. Yarrington, to recommend the Council approve extending hours of operation at the Monroe County Fair Beer Garden on July 26-27, 2024. Motion carried.

**Special Beer and Wine Permit Application by Tomah Baseball Club Inc Opening Night on March 2, 2024.**

Motion by D. Peterson, second by L. Kiefer, to recommend the Council approve the special beer and wine license application by Tomah Baseball Club Inc for Opening Night. Motion carried.

**Special Beer and Wine Permit Application by Families First of Monroe County Trivia Night on March 9, 2024.**

Motion by D. Peterson, second by L. Kiefer, to recommend the Council approve the special beer and wine license application by Families First of Monroe County for Trivia Night. Motion carried.

**Approval of ARPA Funding for LED Lighting upgrade**

The senior center has requested the use of ARPA funding for LED lighting upgrades. Motion by R. Yarrington, second by M. Murray, to recommend the Council approve ARPA funding for an LED lighting upgrade at the senior center. Motion carried.

**Resolution Authorizing Payment of Monthly Bills**

Motion by L. Kiefer, second by T. Scholze, to recommend the Council approve the resolution authorizing payment of monthly bills in the amount of \$1,629,734.31. Motion carried.

**ADJOURN**

Motion by D. Peterson, second by L. Kiefer, to adjourn. The meeting was adjourned at 7:31 p.m.

Respectfully Submitted,

Nicole Jacobs, Deputy City Clerk

To be approved March 19, 2024

**CITY CLERK – MONTHLY REPORT MARCH 2024****Elections**

- In-person absentee voting begins at City Hall at 7:30 a.m. on Tuesday, March 19, 2024. City Hall will be open on the two Fridays before the election for both absentee voting and utilities payments and proof of registration if needed.
- Election worker training was conducted on March 6<sup>th</sup> at Recreation Park. We had a good turnout of thirty-seven participants. The Wisconsin Elections commission has created a new online training platform for makeup training for poll workers who could not attend in-person training. Additional Chief inspector training will be at City hall on
- 217 absentee ballots were sent out on 03/11/2024 to those with requests on file.

**Other clerk Info**

- With the increase in workload, the part-time Deputy Clerk position has been filled. Mindy Scholze will start on 03/24/2024, the week before the April election.
- Bartender and liquor license renewals will be going out just after the April election. There are currently 304 bartenders and more than fifty liquor and cigarette license renewals in June of 2024. New law requires the clerk's office to process e-cigarette vendors with a tobacco license. DOR has provided updated procedures for processing tobacco licenses, including a background check and new application.
- Processing of 2% Fire Dues will be completed before the end of the month
- Annual TID dues have been paid to the Department of Revenue (\$600.00)
- The clerk's office has begun completing reorganization documents to know whose terms are ending in April of 2024 for various committees and commissions.

**HR Related**

- With new elected official(s) and new board members on various boards and committees after Reorganization, the city can utilize its new training software to assign short training such as Meeting Management, Running an Effective Board Meeting, and Parliamentary Procedures. These can be assigned to anyone associated with the city who needs training or a refresher on how to run commission or committee meetings.
- New hire orientation scheduled with full time EMS on March 21.



City Clerk  
March 12, 2024

**City of Tomah  
Cash and Investments  
February 29, 2024**

<b>Fund 01 - General Fund</b>						
	<b>Investment Description</b>	<b>Investment Type</b>	<b>C/D Rate</b>	<b>Due</b>	<b>Beginning Balance 1/31/2024</b>	<b>Ending Balance 2/29/2024</b>
Pershing	Alliant CR Chicago	C/D	5.00	01/30/26	103,000.00	103,000.00
Pershing	Corning Fed CR	C/D	5.35	04/04/24	105,000.00	105,000.00
Pershing	Spokane Teachers CU	C/D	5.00	11/25/24	115,000.00	115,000.00
Pershing	State Bank of India NY	C/D	1.05	06/10/25	245,000.00	245,000.00
Pershing	Global Fed Anchorage	C/D	5.20	06/16/25	120,000.00	120,000.00
Pershing	Texas Exchange Bk Crowley	C/D	1.00	06/19/25	155,000.00	155,000.00
Pershing	Texas Exchange Bk	C/D	0.85	04/10/22	200,000.00	200,000.00
Pershing	Live Oak Bk	C/D	0.60	10/08/26	100,000.00	100,000.00
Pershing	Rollstone Bank & Trust	C/D	3.55	08/23/27	165,000.00	165,000.00
Pershing	Bridgewater Bk	C/D	0.55	09/20/27	60,000.00	60,000.00
Pershing	Toyota Fin Svgs Bank	C/D	0.90	11/30/27	100,000.00	100,000.00
Pershing	Morgan Stanley Pvt Bank	C/D	0.75	01/27/28	70,000.00	70,000.00
Pershing	Frazer Bk Okla	C/D	1.10	06/26/28	50,000.00	50,000.00
Pershing	Federal Farm Credit	C/D	1.54	11/30/26	300,000.00	300,000.00
Pershing	Federal Farm Credit Bank	C/D	2.45	02/23/28	145,000.00	145,000.00
Pershing	US Treasury Bills			02/29/24	220,000.00	-
Pershing	US Govt MM Fund	MM			16,191.03	243,087.29
FMB	x706	C/D	0.40	01/15/22	118,902.94	118,902.94
LGIP	01	TF			6,367.51	6,394.68
Bank First	X6465	M/M	2.96		1,047,451.18	1,131,009.54
Bank First	ED X1194	M/M			165,175.57	167,416.00
CCF	ICS MM ACCOUNT	M/M			733,192.67	734,650.38
CCF	X768	M/M	0.10		27,981.81	28,037.38
<b>TOTAL</b>					<b>4,368,262.71</b>	<b>4,462,498.21</b>

<b>Fund 07 - Debt</b>						
	<b>Investment Description</b>	<b>Investment Type</b>	<b>C/D Rate</b>		<b>Beginning Balance 1/31/2024</b>	<b>Ending Balance 2/29/2024</b>
LGIP	06	T/F			8,026.14	8,060.39
Bank First	X6465	M/M	2.96		370,031.80	371,398.74
<b>TOTAL</b>					<b>378,057.94</b>	<b>379,459.13</b>

<b>Fund 08 - Capital</b>						
	<b>Investment Description</b>	<b>Investment Type</b>	<b>C/D Rate</b>		<b>Beginning Balance 1/31/2024</b>	<b>Ending Balance 2/29/2024</b>
LGIP	02	T/F			89,304.60	89,685.72
Pershing	2022A	M/M			1,065,035.00	2,068,878.05
Pershing	2022A - US Treas Bills				1,013,000.00	13,000.00
Pershing	2023A	M/M			2,059,329.48	2,066,833.27
Pershing	2023A - Morgan Stanley	C/D	4.80		50,000.00	50,000.00
Pershing	2023A - Federal Farm Cons		4.75		1,090,000.00	1,090,000.00
Pershing	2023A - US Treas Bills		3.75		126,000.00	126,000.00
Bank First	X6465	M/M	2.96		85,447.43	85,763.08
CCF	X768	M/M	0.10		26,130.39	26,182.30
<b>TOTAL</b>					<b>5,604,246.90</b>	<b>5,616,342.42</b>

**City of Tomah  
Cash and Investments  
February 29, 2024**

Fund 02 - Lake						
	Investment Description	Investment Type	C/D Rate	C/D Due	Beginning Balance 1/31/2024	Ending Balance 2/29/2024
RIA	4337420053	C/D	1.85	03/03/21	15,511.53	15,560.69
LGIP	03	TF			29,192.39	29,316.97
RIA	44374202	M/M			206,255.17	206,451.28
<b>TOTAL</b>					<b>250,959.09</b>	<b>251,328.94</b>

Fund 04 - CDBG					Beginning Balance	Ending Balance
	Investment Description	Investment Type			1/31/2024	2/29/2024
TACU		CK			1,142.83	1,142.87
TACU		SAVINGS			504.01	980.04
Bank First		CK			873.55	873.55
Bank First	X0822	SAVINGS			274,168.34	275,296.78
<b>TOTAL</b>					<b>276,688.73</b>	<b>278,293.24</b>

Sewer Department						
	Investment Description	Investment Type	C/D Rate	C/D Due	Beginning Balance 1/31/2024	Ending Balance 2/29/2024
Pershing	First Natl Bk Amer East Lansing	C/D	0.75	04/30/26	115,000.00	115,000.00
Pershing	Sallie Mae Murray UTAH	C/D	0.90	06/30/26	180,000.00	180,000.00
Pershing	Mid American CU	C/D	5.25	07/03/25	240,000.00	240,000.00
Pershing	Pershing MM	M/M			495,324.61	1,497.91
Pershing	US Treasury Bills					499,150.00
LGIP	04	T/F			580,846.63	583,325.50
CCF	XX8352	M/M			413,305.73	414,126.68
CCF	ICS Sweep	M/M			268,635.79	269,169.92
Bank First	X6341	M/M			1,692,154.25	1,698,723.52
Bank First	CLEARING ACCT	M/M			810,299.66	1,069,067.56
<b>TOTAL</b>					<b>4,795,566.67</b>	<b>5,070,061.09</b>

Water Department						
	Investment Description	Investment Type	C/D Rate	C/D Due	Beginning Balance 1/31/2024	Ending Balance 2/29/2024
Pershing	Texas Exchange	C/D	0.60	12/18/25	90,000.00	90,000.00
Pershing	Flagstar Bk Troy Mich.	C/D	0.45	08/14/24	245,000.00	245,000.00
Pershing	Toyota Fin Svgs Bank	C/D	0.90	11/30/27	145,000.00	145,000.00
Pershing	United Roosevelt Svgs	C/D	0.55	03/12/26	245,000.00	245,000.00
Pershing	First Natl Bk Amer East Lansing	C/D	0.75	04/30/26	40,000.00	40,000.00
Pershing	First Tech Fed CU	C/D	5.35	03/29/23	245,000.00	245,000.00
Pershing	Mid American CU	C/D	5.25	07/03/25	8,000.00	8,000.00
Pershing	Sunwest Bk Irvine	C/D	0.70	04/30/26	45,000.00	45,000.00
Pershing	US Bank Salt Lake City	C/D	0.95	09/22/26	100,000.00	100,000.00
Pershing	Pacific Western	C/D	5.50	09/30/24	245,000.00	245,000.00
Pershing	Centris Fed CR	C/D	5.65	03/24/25	130,000.00	130,000.00
Pershing	Affinity Fed CU	C/D	5.80	10/24/24	200,000.00	200,000.00
Pershing	California CU Glendale	C/D	5.65	10/27/25	200,000.00	200,000.00
Pershing	US Treasury Bills	C/D		10/05/23	-	170,850.00
Pershing	Pershing MM	M/M			171,977.17	7,401.24
LGIP	05	TF			10,908.07	10,954.62
CCF	x659	M/M			478,033.04	417,074.27
CCF	ISC SWEEP ACCOUNT 659	M/M			606,024.20	607,229.02
Bank First	CLEARING ACCT	M/M			635,321.31	840,695.43
<b>TOTAL</b>					<b>3,840,263.79</b>	<b>3,992,204.58</b>

**City of Tomah  
Cash and Investments  
February 29, 2024**

<b>TOTAL BY INSTITUTION</b>		
	<b>1/31/2024</b>	<b>2/29/2024</b>
Bank First	5,080,923.09	5,640,244.20
Pershing	10,812,857.29	10,842,697.76
CCF	2,553,303.63	2,496,469.95
Farmers & Merchants Bank Kendall	118,902.94	118,902.94
Local Government Investment Pool	724,645.34	727,737.88
RIA Federal Credit Union	221,766.70	222,011.97
Tomah Area Credit Union	1,646.84	2,122.91
<b>TOTAL</b>	<b>19,514,045.83</b>	<b>20,050,187.61</b>

**Other Parks**

- Maintenance on equipment and buildings
- New Outdoor Sports Complex construction is ongoing. Turf to be installed in April
- Working on cleaning, painting, remodeling Recreation Station
- Painting soccer fields at Veteran's Park

**RECREATION PROGRAMS**

- Sunday Open Gym at High School and Wednesday Open Gym at Middle School
- Youth Basketball finished with 105 kids registered.
- Adult Basketball continues with 14 teams.
- Women's Indoor Volleyball began on January 7<sup>th</sup> with 8 teams.
- Planning for spring/summer programs and staff recruitment.

**AQUATIC CENTER**

Winterized.

Working on Staff inquiries

**RECREATION PARK**

- January-5-6 Glen Mille Auction. 12-14 Tavern League Pool Tournament, 19-20 Rabbitt Show, 25-28 Gun Show.
- Feb 17 SCA, Feb 24 Sleep in Heavenly Peace,
- March 2 Tomah Baseball Club Opening Night, March 9 Families First Trivia, March 16 SCA, March 23 n.a.s.a. Banquet, March 28-29 Glen Miller Auction
- April 5-6 Toy Show, April 11-14 Gun Show, April 27 Oakdale Electric Annual Meeting
- General upkeep and maintenance on buildings
- On going programming at Tomah Ice Center.
- Pre-Construction meeting set for March 21<sup>st</sup> for the Ice Center Addition.

*Joe Protz*

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**Joe Protz**  
**Director Tomah Parks and Recreation**



## Director of Public Works and Utilities Report

March 2024

### 1) Street Department

The crews have completed tree removal on the Hwy ET reconstruction project. Work is anticipated to start on 3/18/24. We were able to haul sludge for the WWTF and help reduce the need for outside contractors. We are working with the sewer department on the inspection and cleaning of storm sewer inlets throughout the City of Tomah. If the weather holds, we will be looking to start crack sealing operations. We are actively recruiting for a truck driver position.

### 2) Sewer Department

Operations are normal. Training for the new UV system is scheduled for 3/20 and 3/21.

### 3) Water Department

Operations are normal. Lead service inventory has been the focus. From the original 3,459 services there are 159 services that have not been identified. The water department staff did have some challenges the night of the fire. We lost one of our major producing wells and did lose ground in the reservoir for a short period of time. Roughly 1 million gallons was used for the fire downtown. Andrew Strait has moved from the Street Department to the water department as of the week of 3/5/24.

### 4) Lake Committee

The Lake Committee's next meeting is tentatively scheduled for 3/25/24 @ 2:00. We have invited the WI DNR to this meeting for a fact-finding session on vegetative management.

**Respectfully Submitted**

**Kirk Arity**

**Director of Public Works and Utilities**

## **Tomah Public Works and Utilities Employees**

### City Hall

Director – Kirk Arity

Administrative Assistant – Samantha Linehan

Bookkeepers – Casey Kinnear, Patricia Marten

Code Enforcement – Casey Kinnear

Custodian – Scott Donovan

### Water Department

Supervisor – Jeff Marten

Licensed Operators – Dennis Baldwin, Derek Nofsinger, Nathan Waege

Unlicensed Maintenance Worker – Andrew Strait

### Sewer Department

Supervisor-Brandy Leis

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

Unlicensed Maintenance Worker – Tony Newcomb

### Public Works

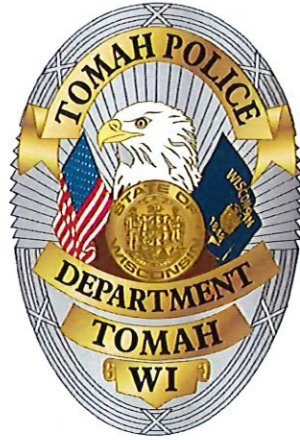
Supervisor – Joe Kube

Mechanic – Mark Dixon

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

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

# TOMAH POLICE DEPARTMENT



**"Serving the Community"**

**February 2024 Report**

## K-9 REPORT

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

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

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

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

## UTILIZATIONS OF IMPORTANCE

**Training** – Attended one 8-hour training day in Sparta, Wisconsin. Training was conducted at the pool building and surrounding grounds and at Rush Hour Towing. Training consisted of tracks, building search for drugs, area search for man, article search, shed the suit apprehension, vehicle sniffs for drugs, vehicle apprehension, verbal outs on a decoy and aggression certification.

**Training** – Our second training day was canceled as my coverage was no longer available and we needed to work shift. Conducted some on duty training which consisted of track and obedience.

**School Sniff** – Tomah Middle School reported marijuana odor from a hallway. Viktor was utilized and searched the hallway. Viktor indicated to four lockers. They were searched but no contraband was located.

**School Sniff** – Tomah High School band/choir was leaving for a trip. The students had their backpacks on the auditorium stage. Viktor was utilized to check the backpacks. Several backpacks were indicated to, but no contraband was located.

**Agency Assist** – Wisconsin State Patrol requested a K9 sniff at the 48 WB on ramp. We were on duty and responded. A positive indication was obtained. The two occupants were known drug users. The Troopers facilitated the vehicle search. Nothing was located.

**Agency Assist** – Monroe County Sheriff's Office requested a K9 sniff on West McCoy Boulevard near Kwik Trip West. We were on duty and responded. A positive indication was obtained. Monroe County Sheriff's Office conducted the vehicle search, and nothing was located.

**Apprehension** – While on duty a plan was devised to arrest Braze Jorgensen for some serious threats towards law enforcement. Braze exited his apartment and was walking with a bag of garbage. Viktor and I were in position and ran up behind him. Braze was given commands and he complied. Viktor was given his bark command as an extra show of force. Braze continued to comply and was taken into custody without incident.

**Vehicle Sniff** – A Tomah officer conducted a traffic stop with several known drug users/dealers. A K9 sniff was conducted, and a positive indication was obtained. A search of the vehicle yielded no contraband.

**Agency Assist** – Sparta Police Department requested assistance with a school sniff at Sparta Middle School. Viktor indicated to several lockers and a toilet. No contraband was located. Some of the students who used the lockers were known to law enforcement as drug users or associates of drug users.

**Building Search** – Peterbilt had a burglar alarm sounding. Viktor was utilized to assist in checking the exterior doors. All doors were locked. The building was secure and deemed a false alarm.

**Vehicle Sniff** – A traffic stop was conducted, and the driver was arrested on a warrant. Both the driver and adult passenger were known to be illegal drug users. A K9 sniff was conducted, and a positive indication was obtained. A search of the vehicle yielded no contraband, but a nasal spray of Narcan was located.

**Vehicle Sniff** – Tomah officers conducted a traffic stop on a vehicle. The driver had a warrant and we had recent information that he was dealing drugs. We were called off duty and conducted a vehicle sniff. A positive indication was obtained, and a search of the vehicle yielded numerous gem baggies with cocaine residue inside.

**Agency Assist** – Wisconsin State Patrol requested a K9 sniff on a vehicle at the 47 WB. We were on duty and responded. Upon arrival we were no longer needed. Wisconsin State Patrol dispatch requested a K9, not the Troopers.

## INVESTIGATIONS

### **2<sup>nd</sup> Degree Recklessly End Safety / End Safety by Use of Dangerous Weapon / DC / Battery / DOC Warrant**

Tomah officers were dispatched to a residence for a disturbance involving a knife. The caller stated she was at her son's apartment attempting to get property when his girlfriend attacked her and threatened to kill her with a knife. Upon arrival the son and girlfriend refused to exit or open the door. The caller was able to escape and talk with officers. Officers learned the son had a DOC Warrant for his arrest. A plan was devised to enter the apartment and take the son and girlfriend into custody. Just before forcing entry, the son opened the door and was taken into custody. The girlfriend was just inside the door and was also taken into custody. The investigation revealed the son and girlfriend engaged in a physical altercation with the caller. The caller had injuries from the incident. The son and girlfriend were transported to jail.

### **DC / Child Neglect**

Tomah officers were dispatched to a residence for a male reportedly refusing to leave the property. The caller was an intoxicated female who was yelling on the phone. Officers arrived and contacted the female in her yard. The female was yelling at her ex who was in the street by his vehicle. The ex was there attempting to pick up the children after the children called him about their mother being intoxicated and chasing them around. The caller was refusing to listen to stop yelling and stay away from the street. The caller was taken into custody and transported to jail. All the children were released to their fathers. Over the next several days and weeks Tomah Police received numerous child abuse/neglect cases from the children and fathers of the children toward the mother. Monroe County Human Services is involved, and the case is ongoing.

### **OWI 1<sup>st</sup> / Poss THC / Felony Bail Jumping**

A Tomah officer was on routine patrol and conducted a traffic stop for a headlight violation. Upon contact the officer detected an odor of intoxicants coming from the vehicle and observed suspicious behavior from the driver. The officer also recognized the three occupants as known illegal drug users. The officer returned to his squad and observed more suspicious behavior from the driver. The officers had the occupants exit and a K9 sniff was conducted. A positive indication was obtained, and a search of the vehicle yielded several marijuana cigars. The driver then participated in SFST's with the officer. The officer observed signs of impairment and arrested the driver for OWI 1<sup>st</sup>. The driver consented to a legal blood draw which was successfully completed. The driver was cited for OWI 1<sup>st</sup> and referred to the DA's Office for Possession of THC and Felony Bail Jumping. The driver was later released to a responsible party.

### **Battery / DC / Poss Meth / Poss Para**

Tomah officers were dispatched to an address for a report of a domestic disturbance. Officers contacted the husband and wife. The husband was in the garage and the wife was

in the house. The wife stated she woke up in the morning and asked her husband to help with the kids. The husband refused to help and smelled of marijuana. This angered the wife and an argument ensued. The husband then grabbed the wife's arm and twisted it, causing her pain. The husband was arrested and became agitated. He was screaming at law enforcement and did not want to be searched. A search of his person yielded a methamphetamine pipe and a baggie of methamphetamine. The husband was transported to jail.

**Retail Theft X2 / Felony Bail Jumping / Resisting / Probation Hold X2**

Tomah officers were dispatched to Walmart for a report of a skip scanning retail theft. The Asset Protection employee made contact with the suspects and then the suspect fled out of the building on foot. The caller stated the couple were near American Family. Tomah officers arrived in the area and found the male suspect running around the strip mall. The male eventually stopped and was taken into custody. The female was located in the bathroom inside the strip mall. She eventually exited and was taken into custody. After being secured in handcuffs, the female started screaming and slamming her head against the squad hood. She was pulled away and secured in the rear seat of a squad. The male was on 5 Felony Bonds and Probation. The female was on two sets of Felony Bonds and Probation. Both of their probation agents placed holds on them. They were transported to jail.

**DOC Warrant / Poss Cocaine / Poss Para / Operate After Suspension**

A Tomah officer conducted a traffic stop on a vehicle for an equipment violation and for the driver having a DOC Warrant and suspended license. The driver was identified as the registered owner. Officers had received prior information that the registered owner was selling drugs. The driver was told to exit the vehicle and was arrested without incident. A K9 sniff of the vehicle was conducted, and a positive indication was obtained. A search of the vehicle yielded numerous baggies with cocaine residue. The driver was later transported to jail.

**PERSONNEL COMPLAINTS**

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

**EMPLOYEE LISTING BY DATE OF HIRE****February 29, 2024**

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



2024 OPERATING WHILE INTOXICATED STATISTICS

CASE #	AGE	SEX	1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	9TH	10TH	BAC	RSC	REFUSAL	ACCIDENT	REST SUBSTANCE TYPE
#24-0001	27	M	X										0.124				Pending
#24-0002	36	F	X										0.160				Pending
#24-0029	26	M	X														Pending
#24-0165	26	M	X														Pending
#24-0166	21	M	X														Pending
#24-0176	38	M	X														Pending
#24-0196	30	F	X														Pending
#24-0255	43	F			X										X		Pending
TOTALS			7		1								0.142				AVERAGE BAC



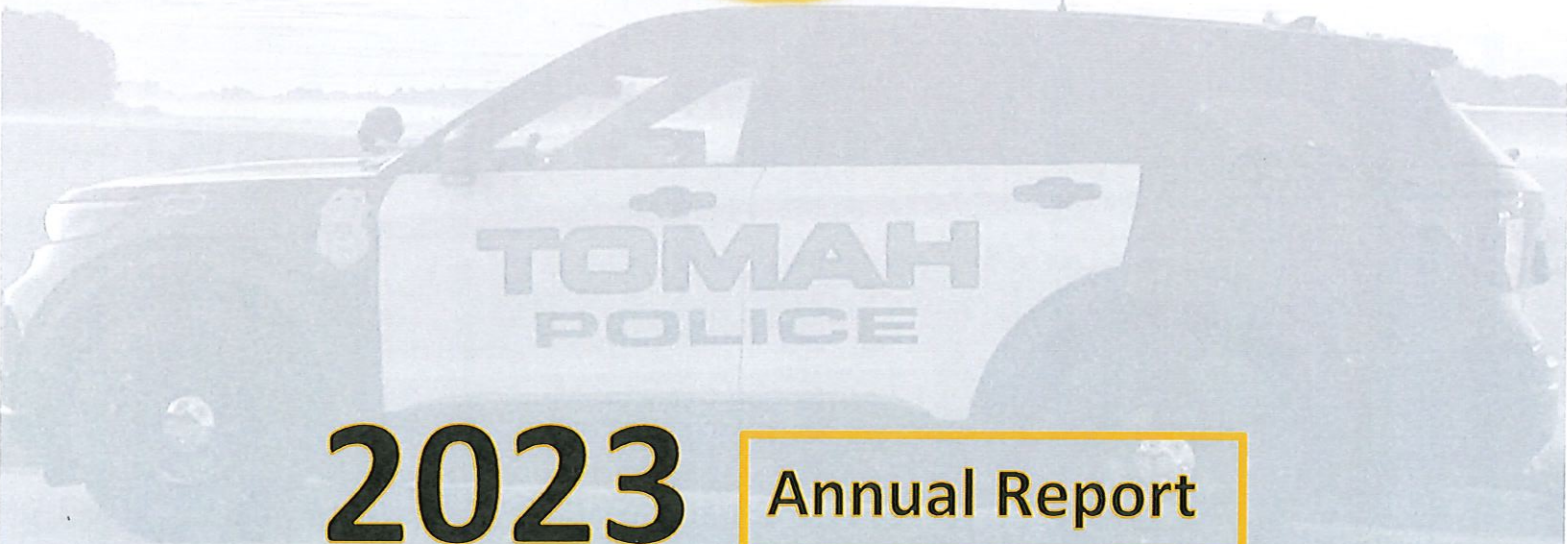
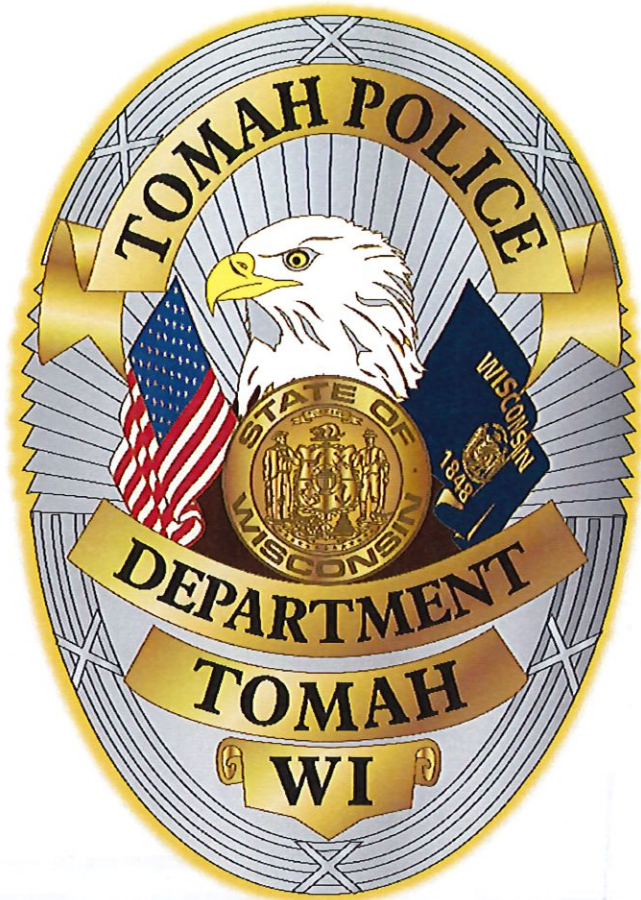
TOPD Monthly Report

Printed on March 1, 2024

**911 : 911 CHECK Total: 10**  
**911HANG : 911 ABANDONED Total: 19**  
**911OPEN : 911 OPEN LINE Total: 18**  
**ACC PD : ACCIDENT WITH PROPERTY DAMAGE Total: 22**  
**ACC PI : ACCIDENT WITH INJURIES Total: 2**  
**ALARM : ALARM - HOLDUP OR BURGLARY Total: 12**  
**AMBULANCE : AMBULANCE CALL Total: 63**  
**ANIMAL : ANIMAL COMPLAINT/NOT A BITE Total: 19**  
**ASSIST : ASSIST OTHER AGENCY Total: 9**  
**ATL : ATTEMPT TO LOCATE Total: 12**  
**BATTERY : BATTERY/ASSAULT Total: 6**  
**BIKE : ABANDONED/FOUND BICYCLE Total: 2**  
**BITE : ANIMAL BITE Total: 3**  
**BUILD CHK : BUILDING CHECK Total: 3**  
**CARCASS : ANIMAL CARCASS ON/NEAR ROAD Total: 1**  
**CHILD : CHILD ABUSE/NEGLECT Total: 3**  
**CIT ASST : CITIZEN ASSIST Total: 45**  
**CO : CARBON MONOXIDE PROBLEM Total: 1**  
**COMMITMENT : INVOLUNTARY COMMITMENT/CHAPTER Total: 3**  
**COMMUNITY RELATIONS : COMMUNITY RELATIONS Total: 13**  
**COURT ORDER : VIOLATION OF COURT ORDER Total: 5**  
**CROSS GUARD : CROSSING GUARD DUTY BY OFFICER Total: 12**  
**CUSTODY : CHILD CUSTODY ISSUE Total: 2**  
**DAMAGE : DAMAGE TO PROPERTY Total: 2**  
**DISTURB : DISTURBANCE Total: 10**

**DOMESTIC : DOMESTIC DISTURBANCE Total: 2**  
**DRUG : DRUG INFO/COMPLAINTS Total: 7**  
**ENTRY : ENTRY TO VEH OR DWELLING Total: 1**  
**ESCORT : ESCORT Total: 2**  
**EXTRA : EXTRA PATROL Total: 14**  
**FIGHT : FIGHT Total: 3**  
**FIRE ALARM : FIRE ALARM Total: 9**  
**FIRE : FIRE Total: 3**  
**FOLLOWUP : FOLLOWUP/INTERVIEW TO PREVIOUSLY INCIDENT Total: 45**  
**FRAUD : FRAUD Total: 5**  
**HARASS : HARASSMENT Total: 11**  
**INFO : GENERAL INFORMATION CALL Total: 6**  
**LITTERING : LITTERING OR UNLAWFUL DUMPING Total: 3**  
**MOTOR ASSIST : MOTORIST ASSIST Total: 14**  
**NOISE : NOISE OR LOUD PARTY COMPLAINT Total: 3**  
**OPEN : OPEN DOOR OR WINDOW Total: 2**  
**OWP : OUT WITH PARTY Total: 43**  
**PAPER : PAPER SERVICE Total: 1**  
**PARKING : PARKING COMPLAINT Total: 13**  
**PHONE CALL : MAKE/RECEIVE PHONE CALL Total: 61**  
**PROPERTY : FOUND/LOST/RECOVERED PROPERTY Total: 56**  
**PURSUIT : VEHICLE OR FOOT PURSUIT Total: 1**  
**RAILROAD : RAILROAD CALL Total: 1**  
**REPO : VEHICLE REPOSESSION Total: 1**  
**RUNAWAY : JUVENILE RUNAWAY Total: 1**  
**SEARCH : SEARCH WARRANT Total: 1**  
**SEX OFFENSE : SEX OFFENSE Total: 9**  
**SHOTS : POSSIBLE SHOTS FIRED Total: 1**  
**SUSPICIOUS : SUSPICIOUS ACTIVITY Total: 34**

**THEFT : THEFT Total: 16**  
**THREATS : THREATS COMPLAINT Total: 6**  
**TRAFFIC CNTL : BLOCKING/DIRECTING TRAFFIC Total: 2**  
**TRAFFIC COMP : TRAFFIC/DRIVING COMPLAINT Total: 19**  
**TRAFFIC HZRD : TRAFFIC HAZARD Total: 6**  
**TRAFFIC STOP : TRAFFIC STOP Total: 204**  
**TRESPASS : TRESPASSING Total: 3**  
**TRUANCY : TRUANCY COMPLAINT Total: 7**  
**TWJ : TROUBLE WITH JUVENILE Total: 24**  
**TWP : TROUBLE WITH PARTY Total: 29**  
**UNDERAGE : UNDERAGE PARTY/DRINK/TOBACCO Total: 3**  
**WEAPON : WEAPONS VIOLATION Total: 1**  
**WELFARE : WELFARE CHECK Total: 46**  
**Total Records: 1016**



**2023**

**Annual Report**





2023 Annual Report

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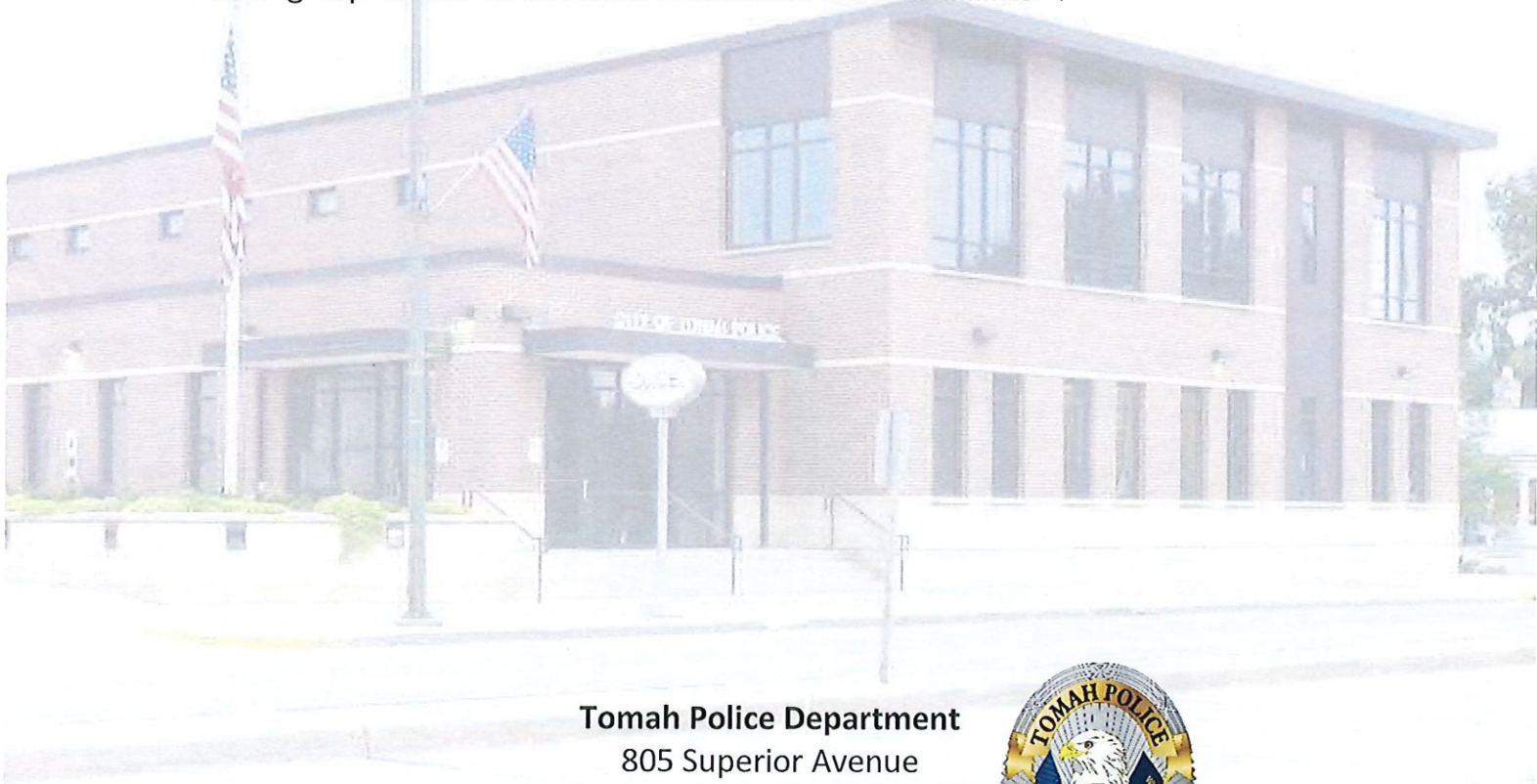
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**Tomah Police Department**  
 805 Superior Avenue  
 Tomah, WI 54660  
[www.tomahwi.gov/police](http://www.tomahwi.gov/police)  
 608-374-7400  
 Chief Scott Holum





## VISION STATEMENT

The Tomah Police Department is devoted to reducing crime, ensuring public safety, and protecting property while operating within the framework of the U.S. Constitution. Through problem solving and dedicated leadership, we will continue to deliver high quality police services to our community. We are determined to develop and strengthen our relationships within the community by employing educated, highly trained professionals that hold themselves to the highest standards.

## MISSION STATEMENT

The Tomah Police Department is committed to providing professional and ethical police services to the public. We will treat all with dignity and respect, while serving with integrity and honor.

## CORE VALUES

**Professionalism** in our interactions with the public and our colleagues.

**Integrity** through upholding strong moral standards.

**Service** with a commitment to help our community.

**Character** by using sound judgment in every aspect of our lives.



2023 Annual Report

CITY COUNCIL

Michael Murray  
John Glynn

Mayor  
President of the Council

ALDERPERSONS

Travis Scholze  
Richard Yarrington  
John Glynn  
Shawn Zabinski  
Nicole Hart  
Lamont Kiefer  
Nellie Pater  
Dean Peterson

First Aldermanic District  
Second Aldermanic District  
Third Aldermanic District  
Fourth Aldermanic District  
Fifth Aldermanic District  
Sixth Aldermanic District  
Seventh Aldermanic District  
Eighth Aldermanic District


POLICE AND FIRE COMMISSION

Darren Price  
John Cram  
Dennis Koranda  
Oakley Moser  
Jeremy Weyer

Commission Chair  
Commission Vice Chair  
Commission Secretary  
Commissioner  
Commissioner






**2023 Annual Report**

## PERSONNEL

As of January 1, 2024



### OFFICE OF THE POLICE CHIEF

Scott Holum—Police Chief

Rhonda Culpitt—Admin Assistant

### SWORN PERSONNEL

Eric Pedersen—Assistant Police Chief

Jarrod Furlano—Patrol Lieutenant

Paul Sloan—Investigative Lieutenant

Adam Perkins—Sergeant / K9 Handler

Wilbert Steinborn—Sergeant

Cody Paulson—Sergeant

Brandon Kuhn—Sergeant

Delaney Goodenough—Sergeant

Brittnay Westpfahl—Investigator

Lindsey Stoughtenger—Investigator

Melanie Marshall—School Resource

Steve Keller—Patrol Officer

Brennon Scallon—Patrol Officer

Alex Brueggeman—Patrol Officer

Justice Blackhawk—Patrol Officer

Jayden Olson—Patrol Officer

Audra Gomez—Patrol Officer

John Reigel—Patrol Officer

Ethan Pedersen—Patrol Officer

Brandon Bellacero – Police Recruit

### NON-SWORN PERSONNEL

Ashley Bankhead—Clerk

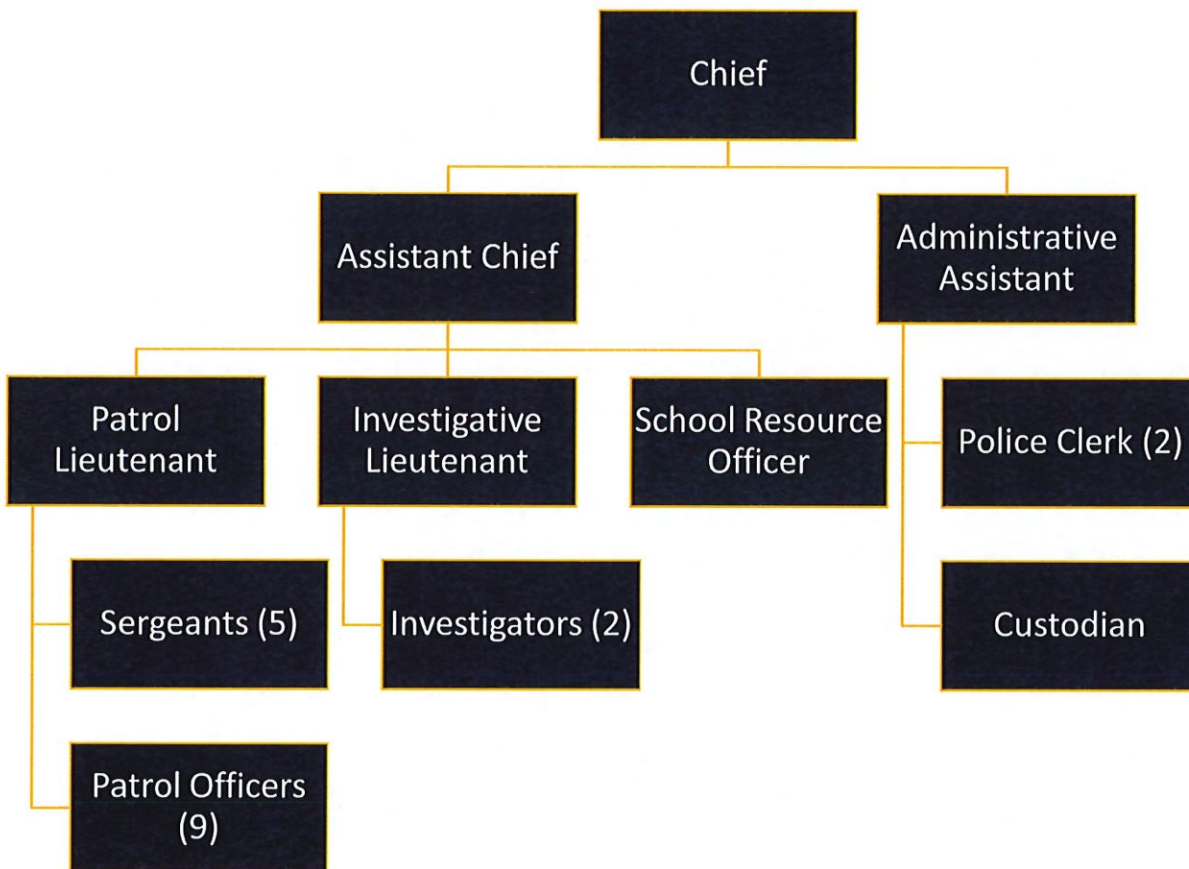
DeAnn Batten—Clerk

Mark Nicholson—Evidence Custodian

Vacant—Custodian



### PERSONNEL





## 2023 Annual Report

### NEW MEMBERS OF THE DEPARTMENT



Officer Ethan Pedersen was hired on January 1, 2023. Officer Pedersen was sponsored by the department to attend the Criminal Justice—Law Enforcement Academy through Western Technical College Sparta Campus. Officer Pedersen successfully completed the academy in June 2023 and is currently in Step V, “solo patrol”.



Recruit Officer Brandon Bellacero was hired by the department on January 2, 2024. Officer Bellacero was sponsored by the department to attend the Criminal Justice – Law Enforcement Academy through Western Technical College Sparta Campus. Once he completes the academy, he will enter our FTO program.





## 2023 DEPARTMENT ACHIEVEMENTS

- Incorporated a new records management system
- Added a special purpose UTV to our vehicle fleet
- Added a second dual-purpose canine to our K9 team
- Updated mobile camera in vehicle to Fleet 3 systems with ALPR technology
- Created an Investigator Lieutenant position to command the Investigative Unit

## 2024 DEPARTMENT GOALS

- Continue to recruit and retain staff of high character
- Continue K9 fundraising efforts through various sources and events
- Upgrade IT capabilities to include finding resources for Flock cameras
- Continue efforts to research and apply for grant monies to assist with expenditures



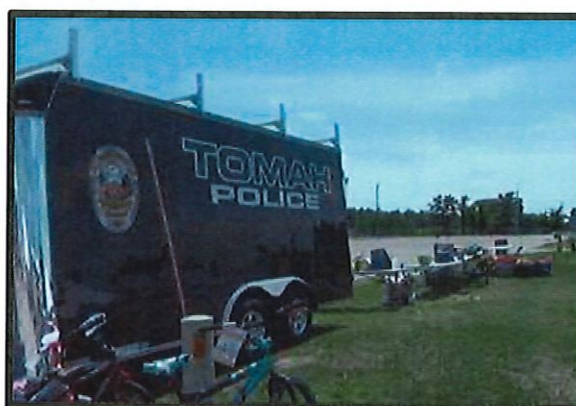
## COMMUNITY SERVICE ACTIVITIES

### National Night Out

The Police Department, with the help of Tomah Health, Wal-Mart Super Center, and Wal-Mart Distribution Center held National Night Out. This year the event was held at Recreation Park. Organizations from around the area came to showcase resources available to the community that make Monroe County a safer place to live, work and play.

The Police Department's Bike Rodeo was held in conjunction with National Night Out. More than 250 children participated in the Bike Rodeo and received a backpack containing basic school supplies. Thanks to grant money from Wal-Mart, we were able to provide the backpacks.

This event would not be possible without the support and donations from the public and a grant from the Wal-Mart Corporation.



### School District Events

At the middle school, Officer Marshall teaches GREAT to sixth grade students in the school district.

The high school holds a "Reality Check" event during the school year. This would be similar to a game of LIFE in which students are responsible for maintaining a budget to care for their "families" while also dealing with life type situations.

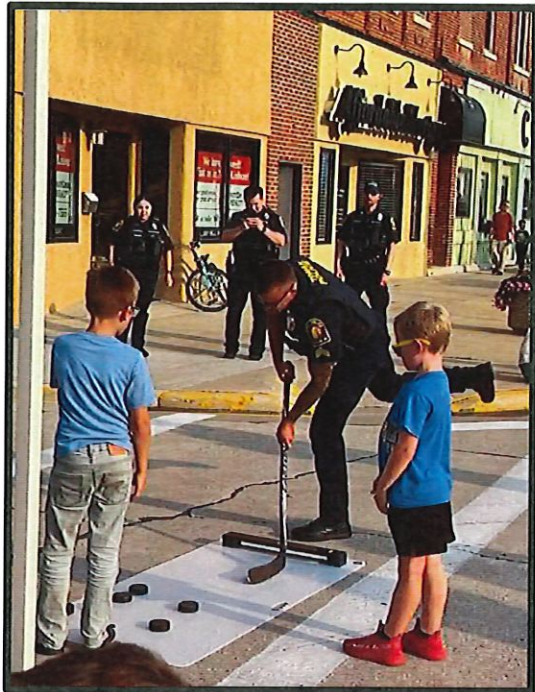
Officer Marshall attends special school events throughout the school year such as homecoming activities, prom, and graduation. Officer Marshall chaperones for the Monroe County School Safety Patrol trip where 5th grade students get the opportunity to travel to Washington, D.C.





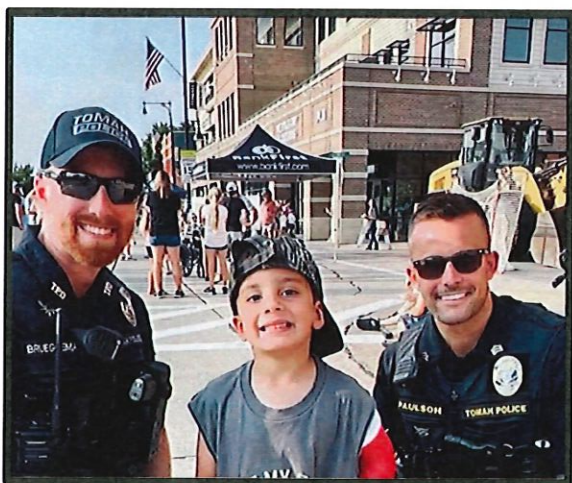
## COMMUNITY SERVICE ACTIVITIES

### Community Events



The Tomah Baptist Church hosted a Women's Conference and requested the Tomah Police Department to present on safety. TPD Officers presented various safety tips (ex: personal safety, CCW laws, open carry, situational awareness).

The Tomah Police Department visits the Boys and Girls Club to build relationships with the youth. TPD put together a Halloween activity for the kids to enjoy while they discussed how to be safe while Trick or Treating.



### Downtown Thursday Nights

The Tomah Police Department assists with local community events like Downtown Thursday Nights. The event allows the community to enjoy live music while also providing opportunities to local businesses. Officers enjoy the chance to interact with the local community and youth.



## COMMUNITY SERVICE ACTIVITIES



### Cops on Roof Tops

The Special Olympics Cops on Roof Tops event was held at Dunkin Donuts in Tomah. Officers from the City of Tomah, City of Sparta, Monroe County, Wisconsin State Patrol, Tomah Ambulance,

Tomah Fire Department and Wilton Fire Department all participated in this event. Some of the Special Olympians came out to help collect donations. In 2023, the Tomah Police Department raised \$2,453 for the Special Olympics. Since 2014 we have assisted in raising over \$35,000 in donations to support the Special Olympics.







2023 Annual Report



14,577

Calls for Service



52

Use of Force Incidents



3,187

Traffic Stops



1,098

Traffic Citations



3,146

Traffic Warnings



260

Traffic Crashes



1,186

Criminal Referrals



478

Municipal Citations

2023

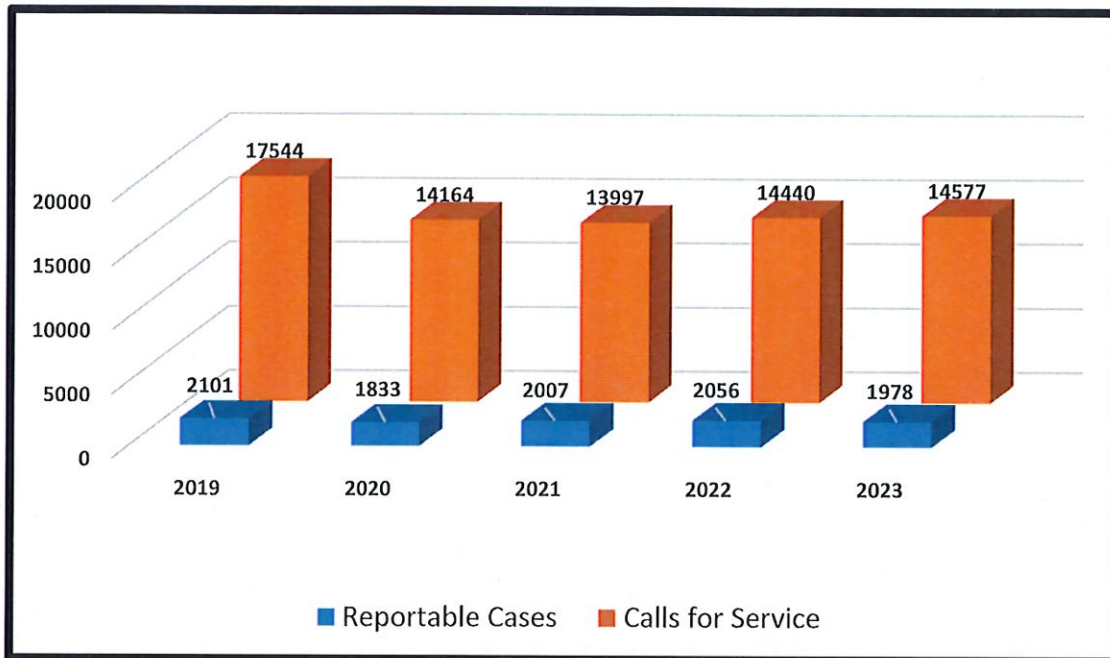
YEAR IN REVIEW





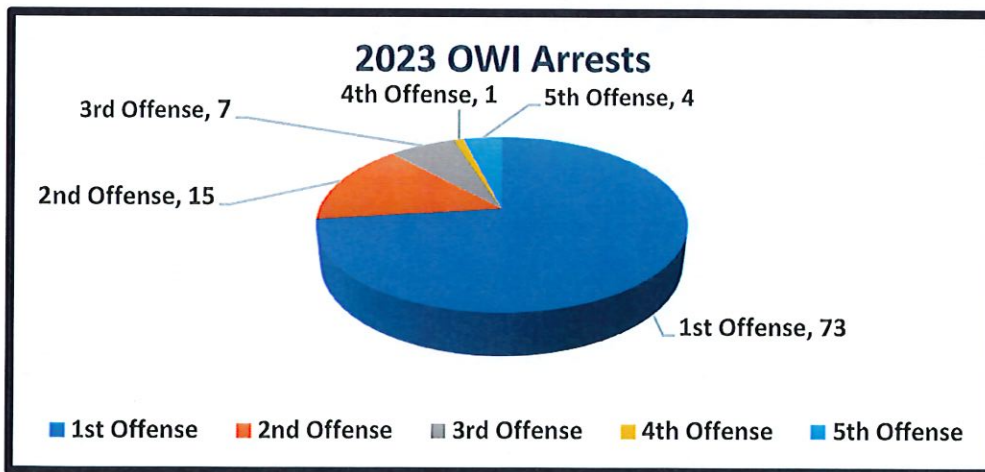
2023 Annual Report

PATROL STATISTICS



The Tomah Police Department responds to approximately 15,000 calls for service per year. These calls vary significantly in the severity, scope of investigation, and resources needed to properly handle them.

In 2023, Tomah Police Department Officers made 100 OWI arrests with an average blood alcohol concentration of 0.161.



Tomah Police Department Officers drove approximately 147,000 miles in 2023 with zero reportable crashes and zero non-reportable crashes.



## COMBINED TACTICAL UNIT INFORMATION

The Monroe County Combined Tactical Unit (CTU) is a Multi-Jurisdictional SWAT Team staffed by members of the Monroe County Sheriff's Department, Sparta Police Department, Tomah Police Department and Wisconsin State Patrol with tactical emergency medical support provided by Sparta Area Ambulance. The Monroe County Combined Tactical Unit responded to one (1) full team call out and two (2) partial team call outs in 2023.



- **Full Team**—CTU was activated to serve a knock and announce search warrant in the City of Tomah for suspects involved in a burglary of a residence in Vernon County. The burglary in Vernon County resulted in several stolen firearms.
- **Partial Team**—CTU was activated to assist in a homicide investigation of a suspect that is known to possess firearms and weapons.
- **Partial Team**—CTU was activated after a homeowner called 911 stating he shot multiple home intruders. CTU and Patrol Staff cleared the residence.



### Updates

Officer Alex Brueggeman completed basic sniper school and was assigned to the sniper team. Sergeant Cody Paulson attended an explosive breacher training hosted by Forced Entry Tactical Training (FETT USA) and was assigned to the breaching team.





## SCHOOL SAFETY

The Tomah Police Department takes a proactive approach regarding school safety. School Resource Officer Melanie Marshall and Assistant Police Chief Eric Pedersen are involved in numerous aspects of school safety, such as:

- Attend T ASD safety meetings
- Assist with training staff
- Assist with school safety drills
- Support the adoption of the Standard Response Protocol
- Participate in the threat assessment process
- Provide guidance/training to parochial schools
- Attend meetings with school officials and Monroe County Human Services to assess at risk youth

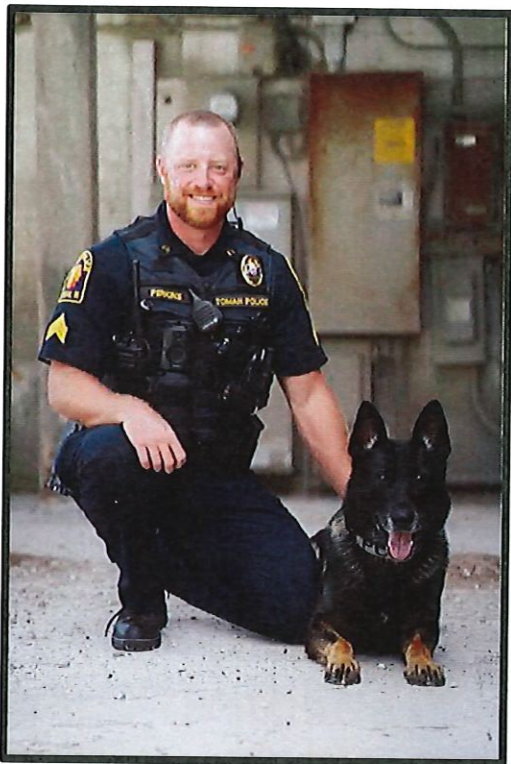
The department has taken a proactive role in school safety. The department began dedicating resources specifically to school zones more than 17 years ago (2005).



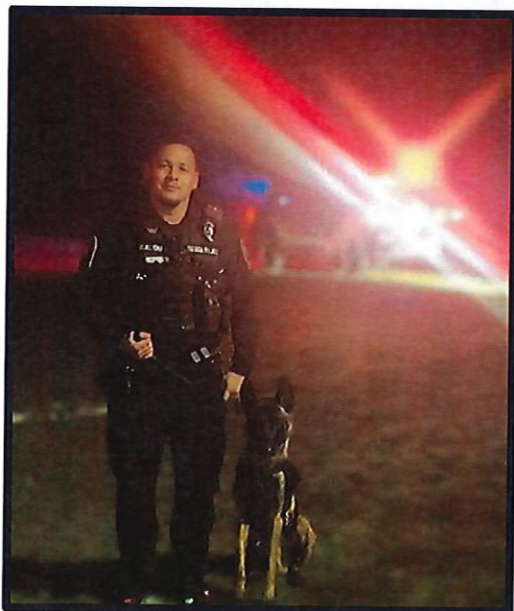


## 2023 Annual Report

### K9 UNIT



The Tomah Police Department's senior dual-purpose K-9 Unit consists of Sergeant Adam Perkins and his partner, K-9 Viktor. Sergeant Perkins has been employed with the Tomah Police Department since September 2011 and was selected to be the K-9 handler in late 2016. Sergeant Perkins was paired with Czech Shepherd K-9 Viktor at Jessiffany Canine Services and certified through Jessiffany and the American Police Canine Association (APCA) in early April 2017.



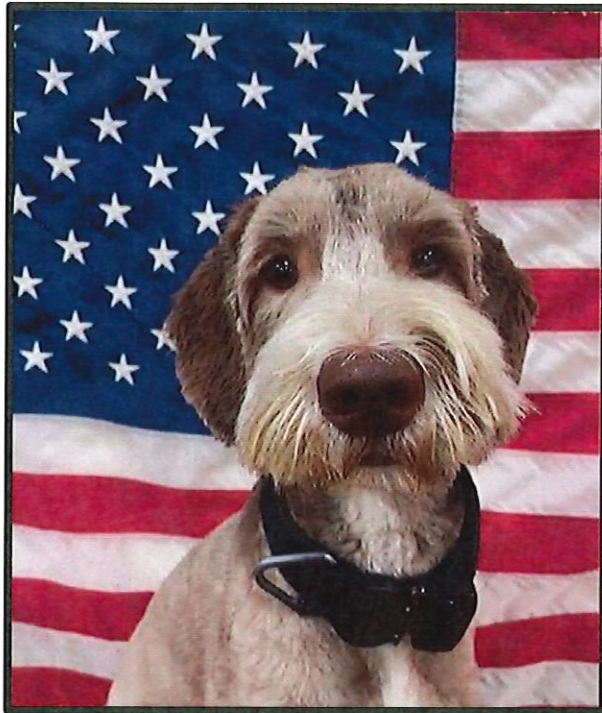
The Tomah Police Department's second dual-purpose K-9 Unit consists of Officer Justice Blackhawk and his partner, K-9 Raiden. Officer Blackhawk has been employed with the Tomah Police Department since June of 2021 and was selected to be the K-9 handler in late 2022. K-9 Raiden, a Belgian Malinois, was purchased through Working K9 in Beeton, Ontario. K-9 Raiden and Officer Blackhawk went through an intensive training course in October of 2023, after which Officer Blackhawk received a dual-purpose handler certification through Working K9. Officer

Blackhawk and K-9 Raiden are assigned to the night shift and are also members of the Monroe County Combined Tactical Unit.





## K9 Unit

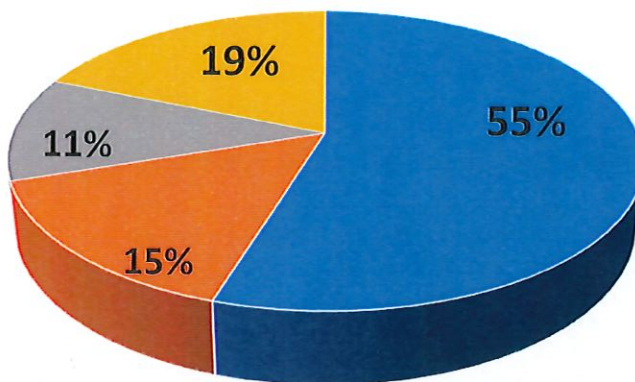


Ruby is an Australian Labradoodle and has been partnered with Sergeant Goodenough as her handler since September 2021. Ruby has successfully completed several obedience training courses and is a certified therapy dog through the Alliance of Therapy Dogs. Her primary role is to enhance department morale, alleviate anxiety, and reduce fear in children/adults during calls for service. Ruby is known for being loving, affectionate, and sweet. She was generously donated to the Tomah Police Department by Blueberry Cottage Labradoodles, located near Osseo, Wisconsin. Her veterinary care, grooming, and food are made possible through donations from the community.



### K9 UNIT STATISTICS

2023 Dual Purpose K-9 Deployments



- Vehicle Sniffs
- Building/Area Searches
- Apprehesion Assists/Tracks
- Other



2023 Therapy K-9 Deployments



- Community Service Events
- Calls For Service



Item 7.

2023 Annual Report

### TRAINING REPORT

The Tomah Police Department has an annual budget dedicated to training, training equipment, and utilizes in-house certified instructors along with outside training events to improve the knowledge, skills, and abilities of its members.

**Annual Training Hours**

Year	Annual Training Hours
2019	1900
2020	1350
2021	2250
2022	2600
2023	2950

**Training by Category**

Category	Percentage
Tactical	32.50%
Leadership	13.40%
Investigations	17.00%
Instructor	9.70%
K9	13.80%
Other	13.60%

#### Breakdown of 2023 Training Hours

Training Category	Training Hours	Percentage
Tactical	981	32.5%
Leadership	404	13.4%
Investigations	515	17.0%
Instructor	292	9.7%
K9	418	13.8%
Other	411	13.6%

18

41

## STAFF COMMITTEE PREPARATION REPORT

**Agenda Item:**

Special Wine Permit for Area Community Theatre, Inc., “Death by Chocolate” show on April 25, 26, 27, 28, May 10, 11, and 12, 2024

**Summary and Background Information:**

(Appropriate Documentation Attached)

The Area Community Theatre, Inc. has applied for a Temporary “Class B” Wine License to sell wine at the “Death by Chocolate” show being held at 907 Kilbourn Avenue, on April 25, 26, 27, 28, May 10, 11, and 12, 2024

**Fiscal Note:**

The City receives \$10.00 per license.

**Recommendation:**

The necessary forms have been completed and are in order.

Rebeca Weyer, City Clerk	Date
--------------------------	------

Committee:                      Committee of the Whole & Common Council

Meeting Date: March 18 and March 19, 2024



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

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

FEE \$ 10.00 RECEIPT # \_\_\_\_\_ Application Date: Feb. 29, 2024  
 Town  Village  City of Tomah County of Monroe

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

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

at the premises described below during a special event beginning 04/25/24 and ending 05/12/2025 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

(a) Name Area Community Theatre

(b) Address 907 Kilbourn Ave  
(Street)  Town  Village  City

(c) Date organized 1975

(d) If corporation, give date of incorporation 1975

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

(f) Names and addresses of all officers:

President Gerald Fushianes

Vice President Lori Ripley

Secretary Robert Shuttler

Treasurer Barbara Sullivan

(g) Name and address of manager or person in charge of affair: ACT- President - Gerald Fushianes  
901 K. Kilbourn Ave

Phone # 608 324 7469 Email president@tomahact.com

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

- (a) Street number 907 Kilbourn Ave
- (b) Lot 1 Block 38
- (c) Do premises occupy all or part of building? Theatre side only
- (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: 2nd floor Gatsby room + concessions
- (e) Approximate number of attendees 90 per night/performance

**3. Name of Event**

- (a) List name of the event Deaths By Chocolate
- (b) Dates of event April 25, 26, 27, 28, May 10, 11, 12

**4. SITE PLAN MUST BE ATTACHED TO THIS APPLICATION**

**DECLARATION**

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

Officer Barbara J. Sullivan 2/29/24 Area Community Theatre  
(Signature / Date) (Name of Organization)

Date Filed with Clerk 02/29/24 Date Reported to Council or Board \_\_\_\_\_  
Date Granted by Council \_\_\_\_\_ License No. \_\_\_\_\_

# 9000032 \$10.00

## STAFF COMMITTEE PREPARATION REPORT

### Agenda Item:

Special Event Outdoor Cabaret License for the Greater Tomah Area Chamber of Commerce for the 800 and 900 blocks of Superior Avenue for six “Downtown Thursday Nights” concert events in July and August of 2024.

### Summary and Background Information:

(Appropriate Documentation Attached)

The Chamber of Commerce is applying for six Special Event Outdoor Cabaret Licenses for the 800 and 900 blocks of Superior Avenue (from Monroe Street to Milwaukee Street) for a series of six “Downtown Thursday Nights” concerts to be held on July 4, 11, 18, and August 1, 8, 15, 2024. Various live entertainment acts will be hired to perform during these events. Vendors will be selling food and drinks, local organizations will be providing activities and games to provide a family-friendly neighborhood street concert. The application, a diagram and certificate of insurance are attached for review.

### Fiscal Note:

The City receives \$55 for each Special Event Outdoor Cabaret License. The revenue generated to the City of Tomah by issuance of these licenses is \$330.

### Recommendation:

It is requested that the Committee of the Whole review the application and make a recommendation for the Common Council to approve the six Special Event Cabaret Licenses for the Greater Tomah Area Chamber of Commerce for their events held on July 4, 11, 18, and August 1, 8, 15, 2024 in downtown Tomah.

Respectfully submitted by:

Nicole E. Jacobs

Committee: Committee of the Whole & Common Council

Meeting Date: February 19 & 20, 2024

License Fee: \$55.00 Date Received: \_\_\_\_\_ Receipt #: \_\_\_\_\_


**CITY OF TOMAH**  
**APPLICATION FOR SPECIAL EVENT OUTDOOR CABARET LICENSE**  
*(MUST HAVE LICENSE POSTED ON PREMISE BEFORE BEGINNING EVENT)*

Legal/Real Name: Greater Tomah Area Chamber of Commerce  
Address of above: 310 N Superior Ave, Tomah, WI 54660  
Trade name of business: Tomah Chamber and Visitors Cener  
Address of premises to be licensed: 800-900 Blocks of Superior Ave, Tomah, WI 54660  
Business phone number: 608-372-2166  
Date of Event: July 4, 11, 18, Aug 1, 8, 15 - 2024 Time of Event: 4:00 pm  
Description (Location) of Event Area: See attached

Number of People Attending the Event: 2000-5500  
Premises are owned by: City of Tomah  
Address of owner: 819 Superior Ave, Tomah, WI  
Name of manager (First, Middle & Last): Christina M Thompson  
Home address of manager: 119 Alyssa St, Tomah, WI  
Phone number: Daytime 608-372-2166 Home 608-343-4956  
Date of Birth: 04/09/1977  
Other business to be conducted upon the premises: Concert, Food and Beverage Sales, Games  
Nature of entertainment: Live Music

The above hereby makes application for a license to operate a Special Event Outdoor Cabaret at the above address within the City of Tomah pursuant to provisions of Chapter 6 of the Code of Ordinances for the City of Tomah.

**ATTACH DETAILED DESCRIPTION OF EVENT AREA AND ATTACH A DIMENSIONAL DRAWING.** Detailed description and dimensional drawing **MUST** include dimensions of area, where the fencing will be placed, where entrance(s) and exit(s) will be and size of each, dimensions of tent (if a tent is used), and placement of port-a-potties.

 (Signature of applicant) 1-9-24 (Date)

**INSURANCE REQUIRED ... MUST BE SUBMITTED WITH THE APPLICATION**

*Prior to the issuance of the Special Event Outdoor Cabaret License, the applicant shall furnish evidence of a liability insurance policy in amounts of not less than \$1,000,000 aggregate coverage, and shall be in force and effect at the time such event is to take place. Said policy shall be endorsed naming the City of Tomah as additional insured in connection with said event. If an entity is self-insured, it must provide evidence of alternative proof of coverage, in a form acceptable to the City Clerk. Note: The certificate of insurance must describe the event and the additional insured endorsement must accompany the certificate.*

**OFFICE USE ONLY: cc: Inspection Dept., Police Chief & Fire Chief Upon Receipt of Application**

Inspection Dept. Initials \_\_\_\_\_ Police Dept. Initials \_\_\_\_\_ Fire Chief Initials \_\_\_\_\_

Attach list of all property owners within 200 feet of the proposed licensed premises.

Granted: \_\_\_\_\_ License #: \_\_\_\_\_



# PERSONAL DATA SHEET

(PLEASE PRINT ALL INFORMATION)

Each Officer AND Manager/Person in Charge must complete all the information and must indicate if they have been convicted of any of the following within the last ten (10) years: a felony, a misdemeanor, a statutory violation punishable by forfeiture or a county or municipal ordinance violation. If none, write "none".

**Name of Manager/Person in Charge:** Thompson, Christina M  
(LAST, FIRST & FULL MIDDLE NAME)

Home Address: 119 Alyssa St, Tomah, WI 54660  
(STREET ADDRESS, CITY, STATE & ZIP)

Date of Birth: 04/09/1977 Home Phone: 608-343-4956 Daytime Phone: 608-372-2166

Violations: None

**Name of Officer:** Wissestad, Isaac A Wissestad, Isaac A  
(LAST, FIRST & FULL MIDDLE NAME)

Home Address: 24694 Cty Hwy X, Cashton, WI 54604 24694 Cty Hwy X, Cashton, WI  
(STREET ADDRESS, CITY, STATE & ZIP)

Date of Birth: 03/20/1981 Home Phone: 608-633-2890 Daytime Phone: \_\_\_\_\_

Violations: None None

**Name of Officer:** Sadowski, Scott Sadowski, Scott  
(LAST, FIRST & FULL MIDDLE NAME)

Home Address: 1122 State Road 21, Friendship, WI 53934 1122 State Road 21, Friendship, WI 53934  
(STREET ADDRESS, CITY, STATE & ZIP)

Date of Birth: 04/19/1972 Home Phone: 608-501-8161 Daytime Phone: \_\_\_\_\_

Violations: None None

**Name of Officer:** \_\_\_\_\_  
(LAST, FIRST & FULL MIDDLE NAME)

Home Address: \_\_\_\_\_  
(STREET ADDRESS, CITY, STATE & ZIP)

Date of Birth: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Violations: \_\_\_\_\_

**Name of Officer:** \_\_\_\_\_  
(LAST, FIRST & FULL MIDDLE NAME)

Home Address: \_\_\_\_\_  
(STREET ADDRESS, CITY, STATE & ZIP)

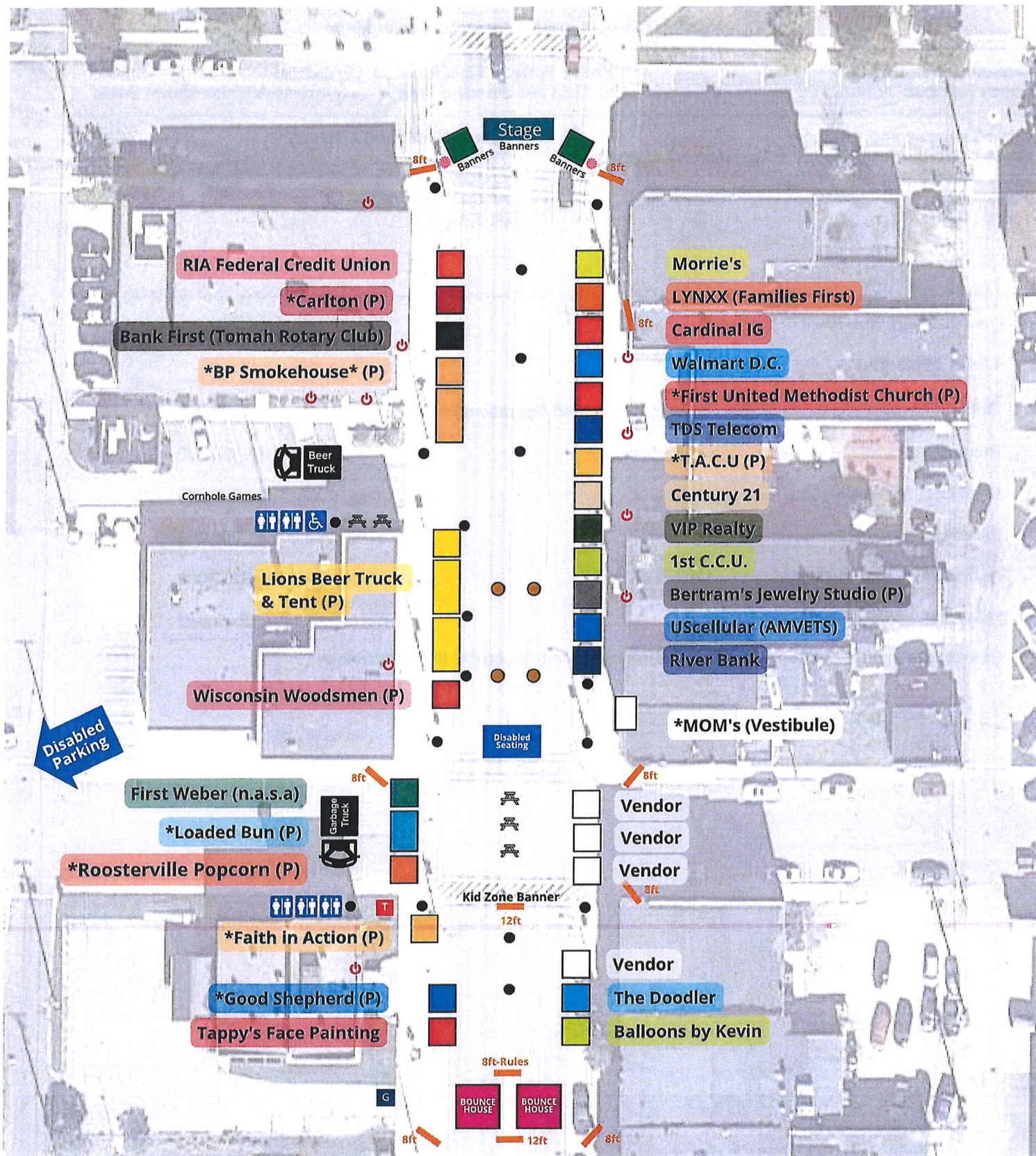
Date of Birth: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Violations: \_\_\_\_\_



# Sample from 2023: 2023 DTN Event Layout

CONCERT DATE: July 20th  
BAND: Ashley Wineland



- FEATHERED FLAGS
- BATHROOMS
- SPOOL TABLES

- TRASH CANS
- PICNIC TABLES
- BARRICADES

\*FOOD VENDOR/TREATS





Renewal

**Commercial General Liability Coverage Declarations**

**Customer Number:** 1000095380  
**Policy Number:** A590328 06

**Policy Period:** 02/22/2024 to 02/22/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Greater Tomah Area Chamber of Commerce & Convention & Visitors Bureau  
PO Box 625  
Tomah, WI 54660

**Agency Name and Address:** 48307  
TRICOR LLC  
PO BOX 450  
LANCASTER, WI 53813  
608-723-6441

Insured is a(n) Non-Profit Organization

**Limits of Insurance**

General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Liability Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit, Any One Person	Excluded

See attached Forms Schedule for forms and endorsements applicable to this coverage.

POLICY NUMBER: A590328

COMMERCIAL GENERAL LIABILITY  
CG 20 26 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

City of Tomah

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.





## STAFF COMMITTEE PREPARATION REPORT

**Agenda Item:**

Special Beer and Wine License Application by the Tomah Lions Club for Downtown Thursday Nights in July and August of 2024.

**Summary and Background Information:**

(Appropriate Documentation Attached)

Tomah Lions Club has applied for a Temporary Class “B” Fermented Malt Beverage License and a Temporary “Class B” Wine License to sell fermented malt beverages and wine at the annual Downtown Thursday Nights concert events being held on the 800 and 900 blocks of Superior Ave (from Monroe Street to Milwaukee Street) in downtown Tomah on July 4, 11, 18, and August 1, 8, 15, 2024.

**Fiscal Note:**

The City receives \$10 for each temporary license. The revenue generated to the City of Tomah by issuance of these licenses is \$60.

**Recommendation:**

It is requested that the Committee of the Whole review the application and make a recommendation for the Common Council to approve the six Special Beer/Wine Permits for the Tomah Lions Club for its events held on July 4, 11, 18, and August 1, 8, 15, 2024 in downtown Tomah.

Respectfully submitted by:

Nicole E. Jacobs

Committee: Committee of the Whole & Common Council

Meeting Date: March 18 & 19, 2024

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

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

FEE \$ 10.00

Application Date: 01/11/2024

Town  Village  City of Tomah

County of Monroe

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

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

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

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

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

(a) Name Tomah Lions Club

(b) Address P. O. Box 363 Tomah, WI 54660  
(Street)  Town  Village  City

(c) Date organized 05/21/1986

(d) If corporation, give date of incorporation \_\_\_\_\_

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

(f) Names and addresses of all officers:

President Kevin Hilliard - 805 Sheri Ct Apt 3 Tomah

Vice President Dennis Koranda - 908 E Browne St, Tomah

Secretary Julie Westpfal - 17090 Hemlock Rd Tomah

Treasurer Jeff Cram - 15390 Hazelgreen Rd Tomah

(g) Name and address of manager or person in charge of affair: Tina Thompson, 310 N Superior Ave, Tomah, WI 54660

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

(a) Street number 800 & 900 Block of Superior Ave, Tomah, WI 54660

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

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

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

### 3. Name of Event

(a) List name of the event Downtown Thursday Nights

(b) Dates of event July 4, 11, 18 + August 1, 8 + 15<sup>th</sup>, 2024

### DECLARATION

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

Officer Jeff Cram  
(Signature / Date)

Tomah Lions Club  
(Name of Organization)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

## Additional Information

**May be Granted and Issued only to** (secs. 125.26(6), and 125.51(10), Wis. Stats.):

- (1) Bona fide clubs.
- (2) State, county, or local fair associations, or agricultural societies.
- (3) Churches, lodges, or societies that have been in existence for at least 6 months prior to the date of application.
- (4) Posts of veterans organizations.
- (5) Chambers of commerce or similar civic or trade organizations organized under ch. 181, Wis. Stats.

**Application:**

- (1) Filing: In writing, for each event, on Form AT-315.
- (2) The local licensing authority may act on application or authorize an official or body of the municipality to issue the license. (secs. 125.26(1) and 125.51(10), Wis. Stats.)
- (3) The written application shall be filed with the clerk of the municipality in which premises are located:
  - Class "B" (Beer):
    - a. The governing body shall establish any waiting period before granting of a license for events lasting less than 4 days (sec. 125.04(3)(f), Wis. Stats.)
    - b. At least 15 days prior to the granting of the license for events lasting 4 or more days.
  - "Class B" (Wine):  
The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.
- (4) Seller's Permit: (sec. 77.54 (7m), Wis. Stats.), provides an exemption from Wisconsin sales and use taxes relating to certain sales by a nonprofit organization. Check the box if your organization qualifies for the exemption and therefore is not required to hold a seller's permit.
- (5) Publication: Not required. (sec. 125.04(3)(g), Wis. Stats.)

**Fee:** Determined by the municipality, but may not exceed \$10. (Exception: No additional fee may be charged if organization is applying for both a Temporary Class "B" and a Temporary "Class B" license for the same event.) (secs. 125.26(6) and 125.51(10), Wis. Stats.)

**Duration:** The day, or consecutive days, that the specified event is in progress. A municipality may issue up to 20 licenses to the same licensee for a single event, if each license is issued for the same date and time. (sec. 125.51(10)(b), Wis. Stats.)

**Restrictions:**

- (1) License may not be issued to individuals. (secs. 125.02 (14), 125.26(6), 125.51(10), Wis. Stats.)
- (2) Licenses to organizations, other than ex-servicemen's organizations, can be issued only for a picnic or similar gathering. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (3) License may cover either a specified area or the entire picnic grounds. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (4) License issued to a county or district fair must cover the entire fairgrounds (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (5) No license to clubs having any indebtedness to any wholesaler for more than 15 days for beer (sec. 125.33(7), Wis. Stats.) and 30 days for wine (s. 125.69(4)(b), Wis. Stats.)
- (6) Licensed operator(s) must be present at all times (secs. 125.17, 125.26(6), 125.32(2) - Beer; 125.17, 125.51(10), 125.68(2) - Wine; Wis. Stats.)
- (7) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (sec. 125.32(6), Wis. Stats.)
- (8) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society, chamber of commerce or similar civic or trade organization or veterans' post in any 12 month period. A municipality may issue up to 20 wine licenses to the same licensee if: 1) each license is issued for the same date and times, 2) the licensee is the sponsor of an event held at multiple locations within the municipality on this date and at these times, 3) an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol beverages at the event, and 4) within the immediately preceding 12-month period, the municipality has issued these multiple licenses for fewer than 2 events. In addition, each event for which multiple licenses are issued shall count as one license toward the 2-license limit. (sec. 125.51(10), Wis. Stats.)
- (9) Licensed organizations must purchase their alcohol beverages only from permitted Wisconsin wholesalers, breweries and brewpubs. (secs. 125.33(6), and 125.69(6), Wis. Stats.)

## STAFF COMMITTEE PREPARATION REPORT

### Agenda Item:

Appointment of 2024-2025 Election Officials

### Summary and Background Information:

(Appropriate Documentation Attached)

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

### Fiscal Note:

N/A

### Recommendation:

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

Respectfully submitted by:

Nicole E. Jacobs

Committee: Committee of the Whole & Common Council

Meeting Date: March 18 & 19, 2024

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

Rebecca A. Moseley

Rose M. Vanderbloemen

Pamela Buchda

Barbara A. Hendricks

Joan C. Pasewald

Dorothy I. Gerke

Christi L. Anderson

## STAFF COMMITTEE PREPARATION REPORT

### Agenda Item:

Original application of Class “B” Fermented Malt Beverage License and “Class C” Wine License.

### Summary and Background Information:

(Appropriate Documentation Attached)

Lenas Cuisine, LLC DBA China Buffet has applied for an original beer license for the period April 1, 2024 to June 30, 2024.

### Fiscal Note:

Total revenue generated to the City of Tomah by the issuance of this license, which includes a business permit, and publication fee, will be \$227.00.

### Recommendation:

The license application and background checks have been reviewed and completed. It is requested that the Committee of the Whole recommend the Common Council approve the issuance of the alcohol license for the license period of April 1, 2024 through June 30, 2024.

Respectfully submitted by:

Nicole Jacobs

Committee: Committee of the Whole & Common Council

Meeting Date: March 18 & 19, 2024

# CITY OF TOMAH

819 SUPERIOR AVENUE  
TOMAH, WI 54660  
OFFICE (608) 374-7420 / FAX (608) 374-7424

## LICENSE CHECKLIST

DATE: \_\_\_\_\_ BUSINESS ACCOUNT #: \_\_\_\_\_  
 BUSINESS NAME: Wenas Cuisine China Buffet  
 LEGAL/REAL NAME: Lenas Cuisine, LLC  
 NAME OF OWNER/APPLICANT: Cai Deng Zheng  
 BUSINESS ADDRESS: 115 W. McCoy Blvd.  
Tomah, WI 54660  
 PHONE(S): 608 374 3535 - ~~608~~ 312-877-6888  
 EMAIL: yufangzhang888@gmail.com

### Licenses Required (please check all that apply)

- \$100.00 Class "B" Fermented Malt ..... = 100.00
- \$50.00 Class "B" Fermented Malt (6 Months License) ..... = \_\_\_\_\_
- \$500.00 "Class B" Liquor ..... = \_\_\_\_\_
- \$200.00 Class "A" Fermented Malt ..... = \_\_\_\_\_
- \$400.00 "Class A" Liquor ..... = \_\_\_\_\_
- \$100.00 "Class C" Wine ..... = 100.00
- \$50.00 Cigarette License ..... = \_\_\_\_\_
- \$55.00 Indoor Cabaret License ..... = \_\_\_\_\_
- \$85.00 Indoor/Outdoor Cabaret License ..... = \_\_\_\_\_
- \$20.00/ea. - Amusement Operated Devices ..... #( ) x \$20.00/ea. = \$ 0.00  
(including Juke Box)
- \$10.00/lane - Bowling Alley ..... #( ) x \$10.00/lane = \$ 0.00
- \$12.00 Publication Fee ..... = 12.00
- + Business License - \$15.00
- TOTAL DUE = 227.00  
\$ 0.00

DATE PAID: 3/4/2024 AMT: 227.00 RECEIPT #: 8.001013

CITY OF TOMAH  
STAFF COMMITTEE PREPARATION REPORT  
March 18<sup>th</sup>, 2024

**Agenda Item:** Plan Commission recommendation to amend the current ordinance to restrict fence heights in the street side yard of reverse corner lots.

**Summary and background information:** Current ordinance allows for a 6’ fence in the side and rear yards of a property. The 6’ allowance may not be appropriate for the street facing side yards on reverse corner lots. Discuss options to regulate the fence height in the side yards of reverse corner lots. (see attachments for options)

**Current Ordinance Language:**

**Sec. 52-209. - Fences and hedges.**

*Requirements.*

(1) No fence exceeding three feet in height shall be erected, constructed or maintained in front of the setback line for principal buildings on any premises within a residential district.

(3) On any corner lot where a front or side yard is required or provided, no fence, hedge or other obstruction shall be placed to interfere with clear vision from one street to the other across the corner. See traffic visibility provisions in [section 52-114](#).

**Recommendation:** Plan Commission recommends amending the current ordinance as proposed.

*Shane Rolff*  
\_\_\_\_\_  
Zoning Administrator

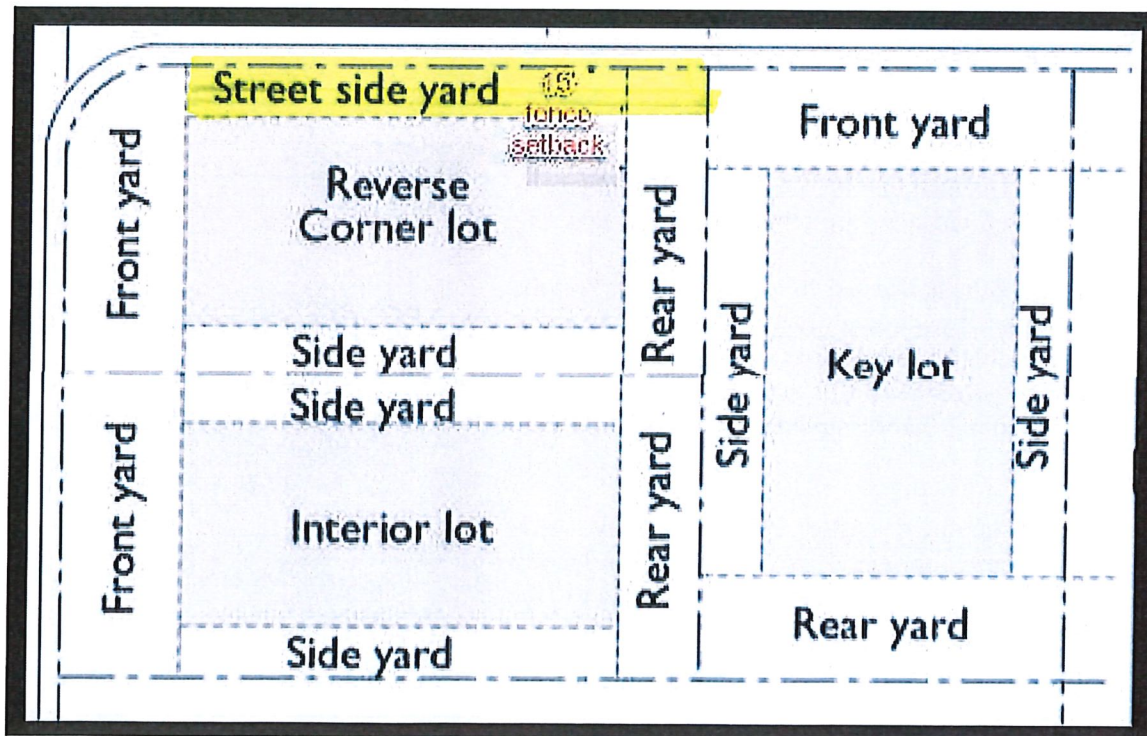
3/12/24  
\_\_\_\_\_  
Date



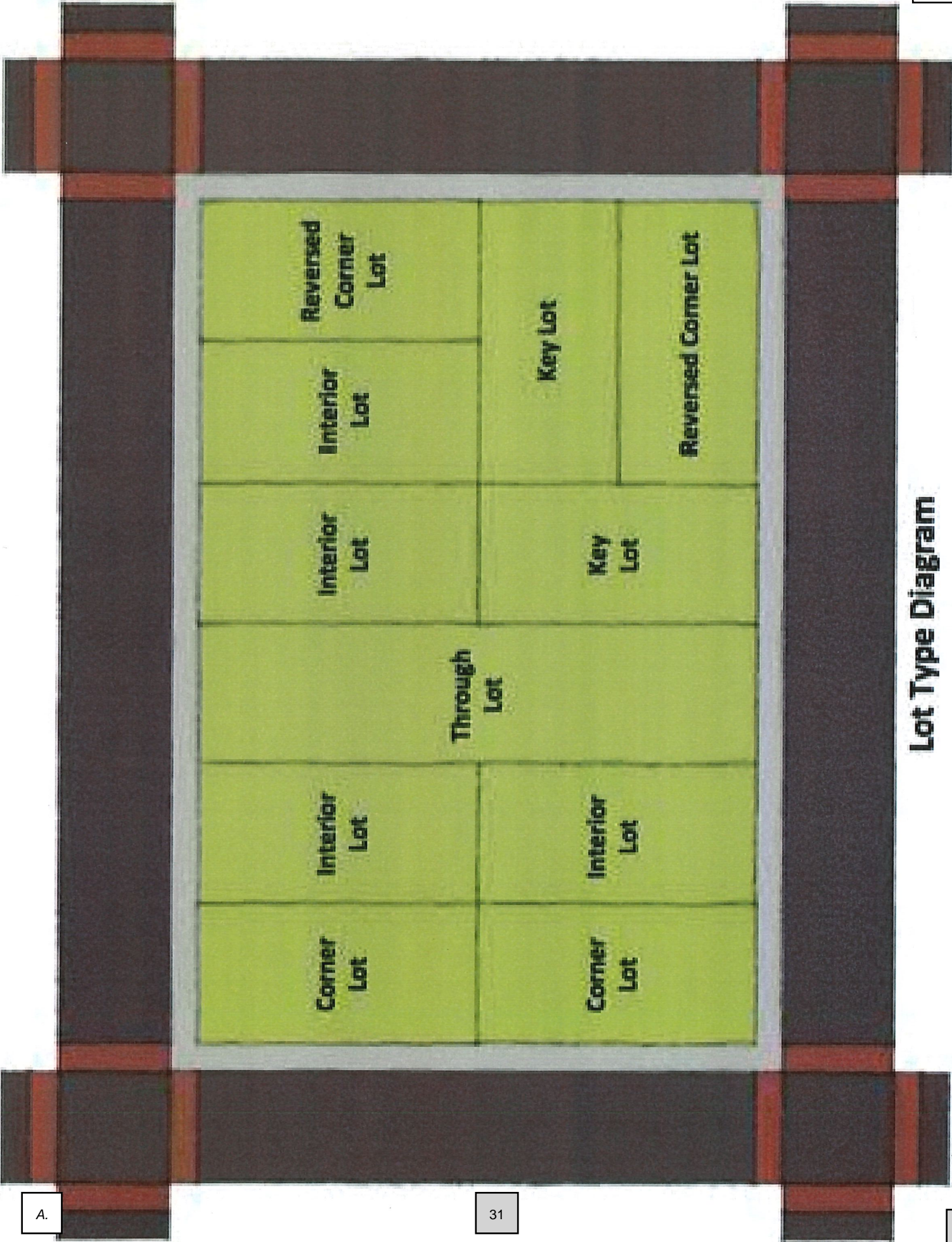
Options for regulating fences in the street side yard of reverse corner lots

- 1) Limit the height in the street side yard of reverse corner lots to the same as the restriction in front yards of 3'.
- 2) Require a vision clearance triangle where the street side yard of the reverse corner lot abuts the front yard of the key lot directly behind the property.
- 3) Allow fences up to 6' in height in the street side yard of reverse corner lots to equal the established front yard of the property on the key lot directly behind the property to never exceed 15'. Similar to our front yard setback averaging allowed in older established neighborhoods. \*\*\*\*Recommended option by Plan Commission
- 4) Maintain the status quo and allow fences up to 6' in height in the street side yard of reverse corner lots.

A Reverse frontage corner lot is a corner lot where the rear lot line is adjacent to a side lot line of an abutting lot or across an alley from such side lot line.

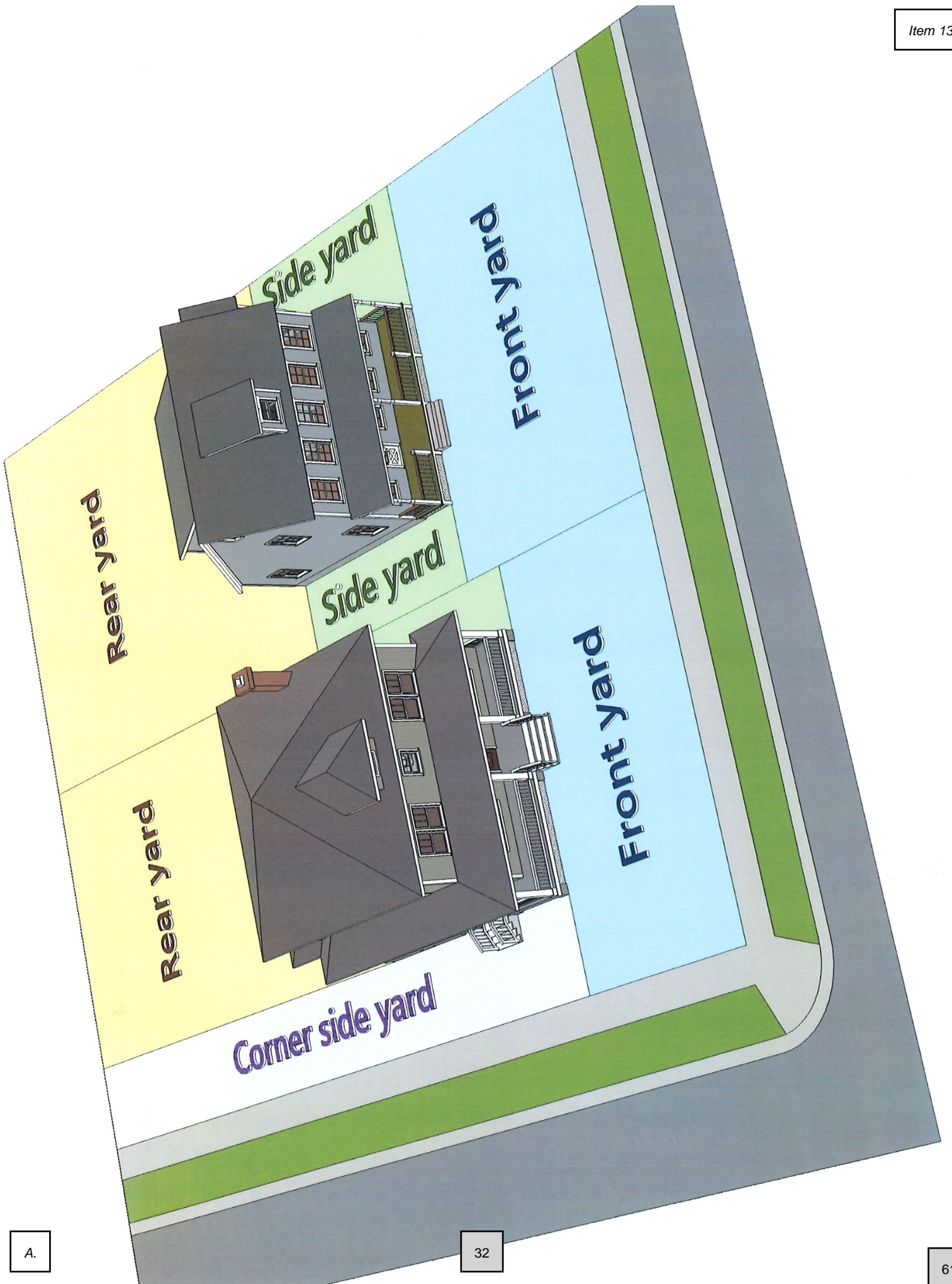




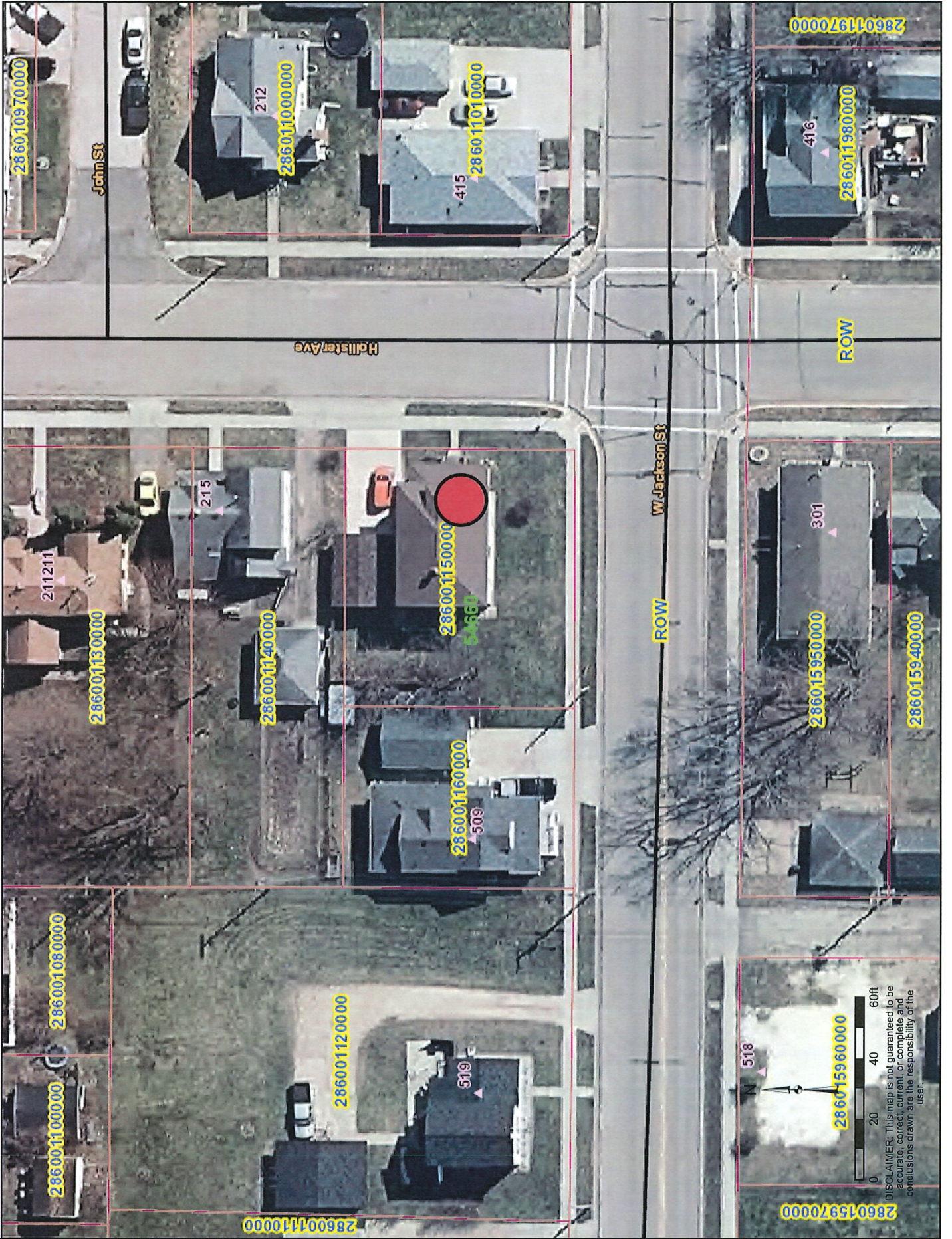


Lot Type Diagram













A.

35

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A.

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# MINUTES FOR PLANNING COMMISSION

A Planning Commission was held on **Thursday, April 28, 2022 at 5:30 PM** in the Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI. Bryan Meyer called to the meeting to order at 5:30PM.

### ZOOM MEETING INFO

Join Zoom Meeting

<https://us06web.zoom.us/j/2708608080?pwd=ZTZ0cmllVEFEb1dzVDNwdi91UHFYQT09>

Meeting ID: 270 860 8080 Passcode: 206751 One tap mobile +13126266799,,2708608080#,,,,\*206751# US (Chicago)

Dial by your location +1 312 626 6799 US (Chicago) Meeting ID: 270 860 8080 Passcode: 206751 Find your local number: <https://us06web.zoom.us/j/2708608080?pwd=ZTZ0cmllVEFEb1dzVDNwdi91UHFYQT09>

### ROLL CALL

Present: Bryan Meyer, Brian Rice, Remy Gomez, Tina Thompson, Mike Murray and John Glynn.

Absent: Adam Gigous.

### APPROVAL OF MEETING MINUTES

A. Motion by Glynn and second by Gomez to approve previous months minutes. All ayes. Motion carried.

### PUBLIC HEARING

Public hearing, Sec. 52-14 and 52-35(3), to consider adding Butcher Shops into permitted uses for Business District opened at 5:30PM. No one present in the audience. Recap of ordinance amendment by Shane Rolff. Public hearing was closed at 5:32PM.

Motion made by Gomez to approve as presented and second by Rice. All ayes. Motion carried.

### PUBLIC HEARING

Public hearing, Sec. (8) of 52-8, to consider amendments to Zoning/building permit ordinance opened at 5:34PM. No one present in the audience. Recap of ordinance amendment by Shane Rolff. Public hearing closed at 5:35PM.

Motion made by Thompson to approve as presented and second by Glynn. All ayes. Motion carried.

### PUBLIC HEARING

Public hearing, Sec. (b)(3) of 52-209, amendments to fence height requirements ordinance opened at 5:39PM. No one present in the audience. Recap of ordinance amendment by Shane Rolff. Public hearing was closed at 5:41PM.

Motion made by Gomez to approve as presented and second by Glenn. All ayes. Motion carried.

### CERTIFIED SURVEY MAP

Meyers reviewed the map and recommends it to be approved. Motion made by Murray and second by Thompson to approve the CSM for Boys & Girls Club. All ayes. Motion carried.

Description: Parcels "1" and "2" of Monroe County Certified Survey Map No. 13 CSM 152, Recorded as Document No. 489627 with the Monroe County Register of Deeds, located in Block 39 of the original plat of the City of Tomah, all in the NE 1/4 of the SW 1/4 of section 4, T17N, R1W, City of Tomah, Monroe County, Wisconsin

### ADJOURNMENT

Motion made by Thompson and second by Rice to adjourn at 5:44PM.

Submitted by:

Casey Skowronski  
Casey Skowronski  
Public Works and Utilities Bookkeeper

05/17/2022  
Date

Meeting minutes to be approved on: May 26, 2022

CITY OF TOMAH  
STAFF COMMITTEE PREPARATION REPORT  
March 18<sup>th</sup>, 2024

**Agenda Item:** Plan Commission recommendation to amend ordinance sections 52-74 & 52-82(7)(e) & (h) regarding transferring or Conditional Use permits and replacing the City Council with the Plan Commission as the body to make final approval on Conditional Use Permits for Agricultural and Industrial uses.

**Summary and background information:** Conditional uses shall be issued for a specific use regardless of property ownership. Removing the requirement for Conditional Uses to receive subsequent approval based on a change of property ownership is not consistent with the intent of a Conditional Use permit. The intent of a Conditional Use permit is to ensure it is compatible with adjacent uses and not upon the applicant themselves. The Plan Commission is the final body to review and approve Conditional Uses as the decision is considered a quasi-judicial decision, which requires the members to be unbiased in their review and decision. This amendment is consistent with an amendment previously listing the Plan Commission as the body with the authority to review and approved Conditional Use Permits.

Recommendation: The Plan Commission recommends approval of the ordinance amendments as proposed.

Shane Rolff  
Zoning Administrator

3/12/24  
Date

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**Sec. 52-74. Validity.**

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

(Code 1993, § 17.31(6); Ord. No. 2022-03-09-D , § 4, 3-15-2022)

**Sec. 52-82. - Industrial and agricultural uses.**

e. Furnishing a policy of liability insurance in form approved by the city attorney naming the city as an additional insured with policy limits approved by the ~~common council.~~ Plan Commission.

h. Facilities may not include offices, longterm vehicle storage, other outdoor storage, or broadcast studios except for emergency purposes, or other uses that are not needed to send or receive transmissions as reasonably determined by the ~~city council.~~ Plan Commission.

**ORDINANCE NO.** \_\_\_\_\_

**Ordinance Amending Sections 52-74 and 52-82 (7) (e) and (h) of the City of Tomah  
Municipal Code**

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

**SECTION ONE:** Section 52-74 of the City of Tomah Municipal Code is hereby amended to read as follows:

**Sec. 52-74. Validity.**

Permits issued hereunder are valid only as to the approved use.

**SECTION TWO:** Sections 52-82 (7) (e) and (h) of the City of Tomah Municipal Code that specifies required conditions for the conditional use permitting of telecommunication facilities is hereby amended to read as follows:

- e. Furnishing a policy of liability insurance in form approved by the city attorney naming the city as an additional insured with policy limits approved by the Plan Commission.
- h. Facilities may not include offices, long term vehicle storage, other outdoor storage, or broadcast studios except for emergency purposes, or other uses that are not needed to send or receive transmissions as reasonable determined by the Plan Commission.

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

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

\_\_\_\_\_  
Michael Murray, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Weyer, City Clerk

READ:

PASSED:

PUBLISHED:

CITY OF TOMAH  
STAFF COMMITTEE PREPARATION REPORT  
March 18<sup>th</sup>, 2024

**Agenda Item:** Plan Commission recommends amending the current ordinance section 52-231 to allow the Zoning Administrator to approve temporary structures that exceed the Airport Height Limitation ordinance.

**Summary and background information:** Current ordinance requires applicants to apply for a zoning variance to exceed the Airport Height Limitation ordinance. Historically the Board of Appeals has granted variances the Height Limitation ordinance due to the temporary nature of the structures. A majority of the variances granted historically have been for the erection of cranes for construction purposes. The ordinance amendment would allow the Zoning Administrator to approve of the temporary structures without the variance process. The use of a variance is not the proper tool for allowing temporary structures if the City's intent is to allow them. When variances for multiple similar structures have been granted variances then the City should amend the ordinance to allow the temporary structures.

**Proposed Ordinance Language:**

**Sec. 52-231. - Airport Regulations.**

**(3)Temporary uses. Zoning Administrator shall review and may grant applications for temporary uses in any district, provided that such uses are of a temporary nature, do not involve the erection of a substantial structure(s), and are compatible with neighboring uses. The permit shall be temporary, revocable, subject to any conditions required by the Zoning Administrator and shall be issued for a period not to exceed 30 days. Compliance with all other provisions of this article shall be required.**

*Shane Rolff*  
\_\_\_\_\_  
Zoning Administrator

3/12/24  
\_\_\_\_\_  
Date



**Sec. 52-231. Airport regulations.**

(a) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Airport* means the Bloyer Field Airport located in Section 3, Town 17N, Range 1W, Monroe County, Wisconsin.

*Airport hazard* means any structure or object of natural growth which obstructs the air space required for the flight of aircraft in landing or taking off at an airport or is otherwise hazardous to such landing or taking off.

*Nonconforming use* means any structure or tree which does not conform to a regulation prescribed in this chapter or an amendment thereto as of the effective date of such regulation.

*Person* means any individual, firm, partnership, corporation, company, association, joint stock association or body politic and includes any trustee, receiver, assignee or other similar representative thereof.

*Runway* means a level portion of an airport having a surface specially developed and maintained for the landing and take-off of aircraft.

*Structure* means any object constructed or installed by man.

*Trees* does not include shrubs, bushes or plants which do not grow to a height of more than 20 feet.

(b) *Zones.* All zones established by this section are as shown on the map, dated October 31, 1990, entitled, "Height Limitation Zoning Map, Bloyer Field Airport, Tomah, Wisconsin", which is hereby adopted as part of this chapter and is on file with the city clerk.

(c) *Height limitation zones.* Except as otherwise provided in this chapter, no structure shall be constructed, altered, located or permitted to remain after such construction, alteration or location and no trees shall be allowed to grow to a height in excess of the height limit indicated on the map referred to in subsection (b) of this section.

(d) *Exceptions.* The restrictions contained in subsection (c) of this section shall not apply to objects which are less than 35 feet in height above ground level at the object site within one-half mile of the airport boundary, to structures less than 50 feet in height above ground within the area beginning one-half mile from the airport boundary or to structures less than 100 feet in height above ground within the area beginning one mile from the airport boundary and extending to three miles from the airport boundary.

(e) *Nonconforming uses.*

(1) *Not retroactive.* The regulations prescribed in this section shall not be construed to require the removal, lowering or other change or alteration of any nonconforming use or otherwise interfere with the continuance of any nonconforming use, except as otherwise provided by subsection (g)(2) of this section.

(2) *Changes.* Nothing contained in this article shall require any change in the construction, alteration or intended use of any structure if the construction or alteration of such was begun prior to the effective date of the ordinance from which this section is derived and if such is diligently prosecuted.

(3) *Removal.* This article shall not interfere with the removal of nonconforming uses by purchase or the use of eminent domain.

(f) *Administration.* The airport manager shall administer and enforce the regulations prescribed herein. Applications for permits and variances shall be made to the building inspector upon a form furnished by him. Applications which are by this section to be decided by the airport committee shall be granted or denied within 15 days of the date of filing of the application, unless Federal Aviation Administration approval is requested. Applications for action by the board of appeals shall be immediately transmitted by the airport

committee to the board of appeals for hearing and decision. There shall be no charge for applications or permits.

(g) *Permits.*

- (1) *Future structures.* No structure shall hereafter be constructed, erected or installed or be permitted to remain in any zone created by subsection (b) of this section until the owner or his agent shall have applied in writing for a permit therefor and obtained such permit from the airport manager, except structures less than 35 feet in height above the ground and within one-half mile of the airport boundary, structures less than 50 feet in height above the ground within the area beginning one-half mile from the airport boundary and extending to one mile from the airport boundary, and structures less than 100 feet in height above the ground within the area beginning one mile from the airport boundary and extending to three miles from the airport boundary. Such permit shall be posted in a prominent place on the premises prior to and during the period of construction, erection, installation or establishment. Application for such permit shall indicate the use for which the permit is desired and shall describe and locate the use with sufficient particularity to permit the building inspector to determine whether such use would conform to the regulations herein prescribed. If such determination is in the affirmative, the building inspector shall issue the permit applied for.
- (2) *Existing uses.* Before any nonconforming structure may be replaced, altered or rebuilt, a permit shall be applied for and secured in the manner prescribed by subsection (1) of this section authorizing such change, replacement or repair. No such permit shall be denied if the structure will not become a greater hazard to air navigation than it was on the effective date of the ordinance from which this section is derived or when the application for permit was made.
- (3) *Temporary uses.* Zoning Administrator shall review and may grant applications for temporary uses in any district, provided that such uses are of a temporary nature, do not involve the erection of a substantial structure(s), and are compatible with neighboring uses. The permit shall be temporary, revocable, subject to any conditions required by the Zoning Administrator and shall be issued for a period not to exceed 30 days. Compliance with all other provisions of this article shall be required.

(h) *Appeals and review.*

- (1) *Variations.* Upon appeal in special cases the board of appeals may, after investigation and public hearing, grant such variance from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions, a literal enforcement of this section would result in unnecessary hardship and such relief will do substantial justice and be in accord with the spirit of this chapter and does not create a hazard to the safe, normal operation of aircraft.
- (2) *Aggrieved person.* Any person aggrieved or affected by any decision or action of the building inspector made in his administration of this article may appeal such decision or action to the board of appeals.
- (3) *Procedure.* Any appeal taken pursuant to this article shall be in conformity with the procedure established by Wis. Stats. § 62.23(7)(e).

(Code 1993, § 17.75)

**ORDINANCE NO.** \_\_\_\_\_

**Ordinance Creating Section 52-231(g)(3) of the City of Tomah  
Municipal Code**

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

**SECTION ONE:** Section 52-231(g)(3) of the City of Tomah Municipal Code is hereby created as follows:

(3) Temporary uses. Zoning Administrator shall review and may grant applications for temporary uses in any district, provided that such uses are of a temporary nature, do not involve the erection of a substantial structure(s), and are compatible with neighboring uses. The permit shall be temporary, revocable, subject to any conditions required by the Zoning Administrator and shall be issued for a period not to exceed 30 days. Compliance with all other provisions of this article shall be required.

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

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

\_\_\_\_\_  
Michael Murray, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Weyer, City Clerk

READ:

PASSED:

PUBLISHED:

## MINUTES FOR PLANNING COMMISSION

A Planning Commission was held on **Thursday, February 22, 2024 at 5:30 PM** in the Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.

**Meeting was called to order at 5:30 PM by Mike Murray.**

### **ROLL CALL**

Present: Bryan Meyer, Tina Thompson, Eric Prise, Mike Murray and Brian Rice.

Absent: Travis Scholze and John Glynn. Also present: Shane Rolff.

### **APPROVAL OF MEETING MINUTES**

Motion by Meyer, second by Thompson to approve the meeting minutes for January 2024. All ayes. Motion carried.

### **PUBLIC HEARING**

Public hearing opened at 5:31PM, Section 52-74 and 52-82(7)(e) and (7)(h), to consider amendments to Validity and Industrial and Agricultural uses. Rolff gave a brief overview of the ordinance amendment.

Public hearing closed at 5:32PM.

Motion by Thompson, second by Prise to approve the ordinance amendment as presented. All ayes. Motion carried.

### **PUBLIC HEARING**

Public hearing opened at 5:33 PM, Section 52-231, to consider adding Temporary uses to Permits section in Airport regulations. Rolff gave a brief overview of ordinance amendments and how it will expedite the approve process for builder. Public hearing was closed at 5:34PM.

Motion by Thompson, second by Rice to approve the ordinance amendment as presented. All ayes. Motion carried.

### **PUBLIC HEARING**

Public hearing opened at 5:35 PM, Section 52-40, to consider amendments to Schedule of regulations. Rolff gave a brief overview of the changes. Public hearing was closed at 5:36 PM.

Motion by Prise, second by Meyer to approve the ordinance amendment as presented. All ayes. Motion carried.

### **DISCUSSION ITEMS**

- A. Review/Approval of Certified Survey Map (CSM) for City of Tomah, Description: part of outlet 252 of the City of Tomah assessor's plat, and part of volume 7, certified survey maps, page 31 (DOC.#388459), Monroe County records, all being located in the NW 1/4 of the NW 1/4 of section 9, T17N-R1W, and being part of lot 1 of volume 9, certified survey maps, page 171 (DOC.#432987), Monroe County records, located in and being part of the NE 1/4 of the NE 1/4 of section 8, T17N-R1W, City of Tomah, Monroe County, Wisconsin.

Motion by Meyer, second by Prise to approve the CSM contingent upon "Town of Grand Chute" being changed to "City of Tomah". All ayes. Motion carried.

- B. Discussion and Recommendation on a Site Plan for 1715 N Superior Ave

Postponed as not all necessary documents were submitted.

- C. Discussion on 52-34(a)(3) Conditional Uses

Rolff gave a brief description of the current ordinance and how it would allow farm animals in residential district. The amendment would remove farm animals from residential districts. Will bring back in amendment format at next meeting.

CITY OF TOMAH  
STAFF COMMITTEE PREPARATION REPORT  
March 18<sup>th</sup>, 2024

**Agenda Item:** Plan Commission recommends amending the current ordinance section 52-40 Schedule of Regulations to correctly reflect the footnotes in the Schedule of Regulations table.

**Summary and background information:** The footnotes currently listed below ordinance Section 52-40 are not all correctly listed in the table for reference. The amendment is correcting this error for the purpose of clarity. (See attached.)

Recommendation: The Plan Commission recommends amending the ordinance as proposed.

*Shane Rolff*  
\_\_\_\_\_  
Zoning Administrator

3/12/24  
\_\_\_\_\_  
Date



**Sec. 52-40. Schedule of regulations.**

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

SCHEDULE OF REGULATIONS

Zone	Lot Requirements		Minimum Yard Requirements (Ft.)					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 (g)	2	30	30	7,200	1-family dwelling
R-2 Residential	7,200	60	(h) 25	(c), (j) 10	(i) 30	(c) 3	3 (g)	2	35	40	3,600	2-family dwelling
R-3 Residential	7,200	60	(h) 25	(c), (j) 10	(i) 20	(c) 3	3 (g)	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	4	55 (k)	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), (j) 10	30	(c) 3	3 (g)	2	30	40	3,600	Duplex; single family dwelling
M-2 Industrial	20,000	100	25	(f) 25	(f) 20	10	10	3	45	60	(b)	General industrial
M-3 Industrial	20,000	100	25	25	20	10	10	3	45	60	(b)	Highway industrial
A-1 Agricultural	2 acres	100	100	50	50	50	50	—	50 (k)	—	—	Agricultural
C Conservancy	—	—	—	—	—	—	—	2	30	—	—	Parks & recreation
I Institutional	5,000	50	5	5	5	3	10	—	60 (k)	—	—	Hospitals, schools, government, churches

Created: 2022-09-15 15:32:48 [EST]

(Supp. No. 17)

- (a) Shopping centers require a minimum of four acres, minimum frontage 300 feet, maximum height 35 feet, front yard 100 feet, rear 40 feet and side 40 feet.
- (b) Dwelling units not permitted except for watchman's/caretaker's quarters, not for rental.
- (c) Minimum side yard for street side of corner lot, 15 feet.
- (d) Minimum side or rear yard when abutting a residential district is 15 feet.
- (e) Minimum side or rear yard when abutting a residential district must be 50 feet.
- (f) Minimum side or rear yard when abutting a residential district must be 100 feet.
- (g) Accessory buildings must be placed in the rear yard or conform to the yard requirements of a principal building.
- (h) Front yards. On every lot in a residential district, and every existing residence in the business district, there shall be a front yard having a depth of not less than 25 feet, provided that: Where lots comprising 40 percent or more of the frontage on one side of a block are developed with buildings, the required front yard depth shall be the average of the front yard depths of the two adjacent main buildings, or if there is only one adjacent main building, the front yard depth of said main building shall govern but shall not be less than ten feet in any case; provided further that this regulation shall not be so interpreted as to require a front yard depth of more than 25 feet in any case.
- (i) Rear yards. On every lot in a residential district and every existing residence in the business district there shall be a rear yard having a depth of not less than 20 percent of the depth of the lot, provided such rear yard shall not in any case be less than 15 feet in depth.
- (j) Zero feet on side of common wall with adjacent structure. Opposite interior side-yard setback shall be ten feet.
- (k) All structures exceeding three floor levels or a height above grade of 45 feet shall require approval from the City of Tomah Fire Department.

(Ord. No. 2008-07-08-D, §§ 4, 5, 7-8-2008; Ord. No. 2014-04-06-D, § 1, 4-8-2014; Ord. No. 2020-10-13-D, § 3, 10-13-2020; Ord. No. 2021-12-11-D, § 1, 12-21-2021)

**ORDINANCE NO.** \_\_\_\_\_

**Ordinance Amending Sections 52-40 of the City of Tomah  
Municipal Code**

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

**SECTION ONE:** Section 52-40 of the City of Tomah Municipal Code is hereby amended to read as follows:

**Sec. 52-40. Schedule of regulations.**

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

**SCHEDULE OF REGULATIONS**

Zone	Lot Requirements		Minimum Yard Requirements (Ft.)					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 (g)	2	30	30	7,200	1-family dwelling
R-2 Residential	7,200	60	(h) 25	(c), (j) 10	(i) 30	(c) 3	3 (g)	2	35	40	3,600	2-family dwelling
R-3 Residential	7,200	60	(h) 25	(c), (j) 10	(i) 20	(c) 3	3 (g)	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	4	55 (k)	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), (j) 10	30	(c) 3	3 (g)	2	30	40	3,600	Duplex; single family dwelling
M-2 Industrial	20,000	100	25	(f) 25	(f) 20	10	10	3	45	60	(b)	General industrial
M-3 Industrial	20,000	100	25	25	20	10	10	3	45	60	(b)	Highway industrial
A-1 Agricultural	2 acres	100	100	50	50	50	50	—	50 (k)	—	—	Agricultural
C Conservancy	—	—	—	—	—	—	—	2	30	—	—	Parks & recreation
I Institutional	5,000	50	5	5	5	3	10	—	60 (k)	—	—	Hospitals, schools, government, churches

- (a) Shopping centers require a minimum of four acres, minimum frontage 300 feet, maximum height 35 feet, front yard 100 feet, rear 40 feet and side 40 feet.
- (b) Dwelling units not permitted except for watchman's/caretaker's quarters, not for rental.
- (c) Minimum side yard for street side of corner lot, 15 feet.
- (d) Minimum side or rear yard when abutting a residential district is 15 feet.

- (e) Minimum side or rear yard when abutting a residential district must be 50 feet.
- (f) Minimum side or rear yard when abutting a residential district must be 100 feet.
- (g) Accessory buildings must be placed in the rear yard or conform to the yard requirements of a principal building.
- (h) Front yards. On every lot in a residential district, and every existing residence in the business district, there shall be a front yard having a depth of not less than 25 feet, provided that: Where lots comprising 40 percent or more of the frontage on one side of a block are developed with buildings, the required front yard depth shall be the average of the front yard depths of the two adjacent main buildings, or if there is only one adjacent main building, the front yard depth of said main building shall govern but shall not be less than ten feet in any case; provided further that this regulation shall not be so interpreted as to require a front yard depth of more than 25 feet in any case.
- (i) Rear yards. On every lot in a residential district and every existing residence in the business district there shall be a rear yard having a depth of not less than 20 percent of the depth of the lot, provided such rear yard shall not in any case be less than 15 feet in depth.
- (j) Zero feet on side of common wall with adjacent structure. Opposite interior side-yard setback shall be ten feet.
- (k) All structures exceeding three floor levels or a height above grade of 45 feet shall require approval from the City of Tomah Fire Department.

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

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

\_\_\_\_\_  
Michael Murray, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Weyer, City Clerk

READ:

PASSED:

PUBLISHED:



## MINUTES FOR PLANNING COMMISSION

A Planning Commission was held on **Thursday, February 22, 2024 at 5:30 PM** in the Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.

**Meeting was called to order at 5:30 PM by Mike Murray.**

### **ROLL CALL**

Present: Bryan Meyer, Tina Thompson, Eric Prise, Mike Murray and Brian Rice.

Absent: Travis Scholze and John Glynn. Also present: Shane Rolff.

### **APPROVAL OF MEETING MINUTES**

Motion by Meyer, second by Thompson to approve the meeting minutes for January 2024. All ayes. Motion carried.

### **PUBLIC HEARING**

Public hearing opened at 5:31PM, Section 52-74 and 52-82(7)(e) and (7)(h), to consider amendments to Validity and Industrial and Agricultural uses. Rolff gave a brief overview of the ordinance amendment.

Public hearing closed at 5:32PM.

Motion by Thompson, second by Prise to approve the ordinance amendment as presented. All ayes. Motion carried.

### **PUBLIC HEARING**

Public hearing opened at 5:33 PM, Section 52-231, to consider adding Temporary uses to Permits section in Airport regulations. Rolff gave a brief overview of ordinance amendments and how it will expedite the approve process for builder. Public hearing was closed at 5:34PM.

Motion by Thompson, second by Rice to approve the ordinance amendment as presented. All ayes. Motion carried.

### **PUBLIC HEARING**

Public hearing opened at 5:35 PM, Section 52-40, to consider amendments to Schedule of regulations. Rolff gave a brief overview of the changes. Public hearing was closed at 5:36 PM.

Motion by Prise, second by Meyer to approve the ordinance amendment as presented. All ayes. Motion carried.

### **DISCUSSION ITEMS**

- A. Review/Approval of Certified Survey Map (CSM) for City of Tomah, Description: part of outlet 252 of the City of Tomah assessor's plat, and part of volume 7, certified survey maps, page 31 (DOC.#388459), Monroe County records, all being located in the NW 1/4 of the NW 1/4 of section 9, T17N-R1W, and being part of lot 1 of volume 9, certified survey maps, page 171 (DOC.#432987), Monroe County records, located in and being part of the NE 1/4 of the NE 1/4 of section 8, T17N-R1W, City of Tomah, Monroe County, Wisconsin.

Motion by Meyer, second by Prise to approve the CSM contingent upon "Town of Grand Chute" being changed to "City of Tomah". All ayes. Motion carried.

- B. Discussion and Recommendation on a Site Plan for 1715 N Superior Ave

Postponed as not all necessary documents were submitted.

- C. Discussion on 52-34(a)(3) Conditional Uses

Rolff gave a brief description of the current ordinance and how it would allow farm animals in residential district. The amendment would remove farm animals from residential districts. Will bring back in amendment format at next meeting.

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:	2024	\$4,023,759.85	Check #'s:	144342	144371
				144396	144500
2. Payroll:		\$288,401.85	Dir Dep #'s:	9301862	9302118
3. Wire/ACH Transfers:		\$935,755.67			
4. Invoices:		\$12,517.91			
Total:		<u><u>\$5,260,435.28</u></u>			

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

Requested by: Finance Department

Submitted by: Committee of the Whole

March 18, 2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
<b>ALL AMERICAN DO-IT CENTER</b>							
27	ALL AMERICAN DO-IT CENTER	10078/4	10078/4	03/20/2024	01-53311-3508 HWY/ST MAINT R&M -	435.68	
27	ALL AMERICAN DO-IT CENTER	58153/3	58153/3	03/20/2024	01-53311-3500 GENERAL HWY/ST RE	86.94	
Total ALL AMERICAN DO-IT CENTER:						522.62	
<b>BOUND TREE MEDICAL LLC</b>							
96	BOUND TREE MEDICAL LLC	85264605	MEDICAL SUPPLIES	03/06/2024	03-52300-3402 AMBULANCE OPER -	129.86	
Total BOUND TREE MEDICAL LLC:						129.86	
<b>CONSOLIDATED ENERGY COMPANY</b>							
436	CONSOLIDATED ENERGY COM	121 02.24	121 02.24	03/20/2024	01-53311-3401 HWY/ST MAINT OP SU	70.12	
Total CONSOLIDATED ENERGY COMPANY:						70.12	
<b>DON'S PLUMBING SERVICE INC</b>							
205	DON'S PLUMBING SERVICE INC	S19724	S19724	03/20/2024	01-51600-3500 GENERAL BLDGS REP	1,094.00	
Total DON'S PLUMBING SERVICE INC:						1,094.00	
<b>EMERGENCY MEDICAL PRODUCTS INC</b>							
216	EMERGENCY MEDICAL PRODU	2620934	MEDICAL SUPPLIES	03/06/2024	03-52300-3402 AMBULANCE OPER -	645.70	
Total EMERGENCY MEDICAL PRODUCTS INC:						645.70	
<b>HEATHER MINOR</b>							
2538	HEATHER MINOR	FEBRUARY 24	FEBRUARY 2024	03/20/2024	10-55110-2900 LIBRARY SERVICE CO	752.00	
Total HEATHER MINOR:						752.00	
<b>QUILL CORPORATION</b>							
538	QUILL CORPORATION	37385055	BROWN PT REFILL	03/06/2024	03-52300-3400 AMBULANCE OPERATI	226.98	
Total QUILL CORPORATION:						226.98	
<b>SECURIAN FINANCIAL GROUP INC</b>							
577	SECURIAN FINANCIAL GROUP I	76038 MARCH	76038 MARCH 24	03/20/2024	01-21530 LIFE INSURANCE PAYABLE	278.68	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
<b>Total SECURIAN FINANCIAL GROUP INC:</b>						278.68	
<b>TAPCO</b>							
611	TAPCO	1773863	1773863	03/20/2024	01-53311-3405 HWY/ST MAINT OP SU	6,487.73	
<b>Total TAPCO:</b>						6,487.73	
<b>TELEFLEX LLC</b>							
1732	TELEFLEX LLC	9508109969	EZ IO 15MM NEEDLE SET	03/06/2024	03-52300-3402 AMBULANCE OPER -	677.50	
<b>Total TELEFLEX LLC:</b>						677.50	
<b>TK ELEVATOR CORPORATION</b>							
2350	TK ELEVATOR CORPORATION	#3007751405	SC 3-1-24 TO 5-31-24	03/01/2024	01-52100-3550 LAW ENFORCE BUILDI	633.10	
<b>Total TK ELEVATOR CORPORATION:</b>						633.10	
<b>TOMAH WATER &amp; SEWER UTILITY</b>							
658	TOMAH WATER & SEWER UTILI	2050.00 03.24	2050.00 02.24	03/20/2024	01-53311-2220 HWY/ST MAINT UTIL-W	105.87	
658	TOMAH WATER & SEWER UTILI	2067.00 03.24	2067.00 03.24	03/20/2024	01-51600-2220 GENERAL BLDGS UTIL	235.25	
658	TOMAH WATER & SEWER UTILI	2263.01 03.24	2263.01 02.24	03/20/2024	01-53311-2220 HWY/ST MAINT UTIL-W	63.79	
658	TOMAH WATER & SEWER UTILI	2541.00 03.24	2541.00 03.24	03/20/2024	01-53311-2220 HWY/ST MAINT UTIL-W	22.60	
658	TOMAH WATER & SEWER UTILI	2901.02 03.24	2901.02	03/20/2024	01-53510-2220 AIRPORT UTIL-W&S	24.54	
658	TOMAH WATER & SEWER UTILI	3581.00 02.24	WATER & SEWER	03/06/2024	03-52300-2220 AMBULANCE UTIL-W&	189.07	
658	TOMAH WATER & SEWER UTILI	3581.00 02.24	WATER & SEWER	03/06/2024	01-52200-2220 FIRE PROTECTION UT	47.27	
658	TOMAH WATER & SEWER UTILI	5403.01 02.24	5403.01 02.24	03/20/2024	12-55500-2220 SR & DISAB UTIL-W&S	77.14	
658	TOMAH WATER & SEWER UTILI	67101.01 02.24	67101.01 02.24	03/20/2024	12-55500-2220 SR & DISAB UTIL-W&S	45.58	
658	TOMAH WATER & SEWER UTILI	854.01 03.24	854.01 03.24	03/20/2024	01-53311-2220 HWY/ST MAINT UTIL-W	22.60	
658	TOMAH WATER & SEWER UTILI	967.01 2.24	967.01 02.24	03/20/2024	01-53311-2220 HWY/ST MAINT UTIL-W	24.54	
<b>Total TOMAH WATER &amp; SEWER UTILITY:</b>						858.25	
<b>TRACTOR SUPPLY CREDIT PLAN</b>							
665	TRACTOR SUPPLY CREDIT PLA	603530120749	6035301207491901	03/20/2024	01-53311-3408 HWY/ST MAINT OP SU	3.37	
<b>Total TRACTOR SUPPLY CREDIT PLAN:</b>						3.37	
<b>WISCONSIN METAL SALES INC</b>							
768	WISCONSIN METAL SALES INC	465847	465847	03/20/2024	01-51600-3500 GENERAL BLDGS REP	138.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Total WISCONSIN METAL SALES INC:						138.00	
Grand Totals:						12,517.91	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_ Murray, Mike

- City Council: \_\_\_\_\_ Glynn, John  
 \_\_\_\_\_ Pater, Nellie  
 \_\_\_\_\_ Peterson, Dean  
 \_\_\_\_\_ Kiefer, Lamont  
 \_\_\_\_\_ Scholze, Travis  
 \_\_\_\_\_ Hart, Nicole  
 \_\_\_\_\_ Yarrington, Richard  
 \_\_\_\_\_ Zabinski, Shawn



GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
<b>144342</b>										
02/24	02/15/2024	144342	2410	ACE HARDWARE (AMBULANCE	619392	1	03-52300-3400	.00	37.99	37.99
Total 144342:								.00		37.99
<b>144343</b>										
02/24	02/15/2024	144343	2346	ACE HARDWARE (FIRE)	619102	1	01-57220-8300	.00	996.00	996.00
02/24	02/15/2024	144343	2346	ACE HARDWARE (FIRE)	619263	1	01-57220-8300	.00	59.99	59.99
02/24	02/15/2024	144343	2346	ACE HARDWARE (FIRE)	619322	1	01-52200-3400	.00	84.98	84.98
02/24	02/15/2024	144343	2346	ACE HARDWARE (FIRE)	619352	1	01-52200-3400	.00	5.36	5.36
02/24	02/15/2024	144343	2346	ACE HARDWARE (FIRE)	619477	1	01-52200-3400	.00	9.59	9.59
02/24	02/15/2024	144343	2346	ACE HARDWARE (FIRE)	619505	1	01-52200-3400	.00	9.68	9.68
02/24	02/15/2024	144343	2346	ACE HARDWARE (FIRE)	619536	1	01-52200-3400	.00	13.58	13.58
02/24	02/15/2024	144343	2346	ACE HARDWARE (FIRE)	619551	1	01-52200-3400	.00	3.60	3.60
02/24	02/15/2024	144343	2346	ACE HARDWARE (FIRE)	619592	1	01-52200-3400	.00	5.18	5.18
02/24	02/15/2024	144343	2346	ACE HARDWARE (FIRE)	619654	1	01-52200-3400	.00	8.99	8.99
02/24	02/15/2024	144343	2346	ACE HARDWARE (FIRE)	619727	1	01-57220-8300	.00	270.99	270.99
02/24	02/15/2024	144343	2346	ACE HARDWARE (FIRE)	619810	1	01-52200-3400	.00	3.99	3.99
Total 144343:								.00		1,471.93
<b>144344</b>										
02/24	02/15/2024	144344	2340	ACE HARDWARE (PARKS)	619139	1	01-55200-3400	.00	2,268.99	2,268.99
02/24	02/15/2024	144344	2340	ACE HARDWARE (PARKS)	619148	1	01-55200-3400	.00	112.32	112.32
02/24	02/15/2024	144344	2340	ACE HARDWARE (PARKS)	619216	1	01-55200-3400	.00	6.59	6.59
02/24	02/15/2024	144344	2340	ACE HARDWARE (PARKS)	619290	1	01-55200-3400	.00	139.98	139.98
02/24	02/15/2024	144344	2340	ACE HARDWARE (PARKS)	619315	1	01-55200-3400	.00	104.74	104.74
02/24	02/15/2024	144344	2340	ACE HARDWARE (PARKS)	619482	1	01-55200-3400	.00	9.18	9.18
02/24	02/15/2024	144344	2340	ACE HARDWARE (PARKS)	619491	1	01-55200-3400	.00	52.97	52.97
02/24	02/15/2024	144344	2340	ACE HARDWARE (PARKS)	619548	1	01-55401-3400	.00	18.36	18.36
02/24	02/15/2024	144344	2340	ACE HARDWARE (PARKS)	619588	1	01-55200-3400	.00	34.56	34.56
02/24	02/15/2024	144344	2340	ACE HARDWARE (PARKS)	619671	1	01-55200-3400	.00	86.52	86.52
02/24	02/15/2024	144344	2340	ACE HARDWARE (PARKS)	619802	1	01-55200-3400	.00	19.77	19.77
Total 144344:								.00		2,853.98
<b>144345</b>										
02/24	02/15/2024	144345	27	ALL AMERICAN DO-IT CENTER	9964/4	1	01-53311-3508	.00	3,024.34	3,024.34

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 144345:								.00		3,024.34
<b>144346</b>										
02/24	02/15/2024	144346	2568	ALL AMERICAN LUMBER	2040001 - 00	1	08-57620-8200	.00	63,866.02	63,866.02
Total 144346:								.00		63,866.02
<b>144347</b>										
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	0108530000	1	01-55200-2210	.00	435.07	435.07
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	0296130000	1	01-55401-2210	.00	28.31	28.31
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	0305500000	1	01-53311-2210	.00	260.47	260.47
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	0308030000	1	01-55200-2210	.00	63.67	63.67
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	0448140000	1	01-55401-2210	.00	1,445.17	1,445.17
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	0513010000	1	01-55401-2210	.00	19.17	19.17
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	0698200000	1	02-56910-2210	.00	468.15	468.15
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	0806110000	1	01-55200-2210	.00	167.76	167.76
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	1025100000	1	01-55200-2210	.00	63.58	63.58
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	1392750000	1	01-55401-2210	.00	19.00	19.00
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	1424240000	1	10-55110-2210	.00	730.87	730.87
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	2131000000	1	01-55200-2210	.00	22.96	22.96
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	2243740000	1	01-55401-2210	.00	19.00	19.00
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	2940650000	1	01-53311-2210	.00	368.55	368.55
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	3229430000	1	01-55401-2210	.00	19.17	19.17
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	3674180423	1	01-55401-2210	.00	38.34	38.34
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	3716320000	1	01-53510-2210	.00	22.85	22.85
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	3781840000	1	01-55200-2210	.00	211.63	211.63
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	3966840000	1	01-55401-2210	.00	246.03	246.03
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	4309800000	1	01-55200-2210	.00	111.09	111.09
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	4452240000	1	01-55401-2210	.00	90.37	90.37
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	4498340000	1	01-53420-2900	.00	17.44	17.44
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	4849750000	1	01-55401-2210	.00	933.21	933.21
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	5096920000	1	01-55401-2210	.00	55.14	55.14
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	5122340000	1	01-55200-2210	.00	167.67	167.67
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	5243440000	1	01-51600-2210	.00	1,136.78	1,136.78
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	5276700000	1	01-55401-2210	.00	28.50	28.50
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	5303120000	1	01-53420-2900	.00	40.02	40.02
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	5305120000	1	01-55200-2210	.00	17.27	17.27
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	5400530000	1	01-55401-2210	.00	28.50	28.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	5491010000	1	01-55200-2210	.00	22.82	22.82
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	5563800000	1	01-55401-2210	.00	28.50	28.50
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	5582240000	1	01-55401-2210	.00	30.95	30.95
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	5683030000	1	01-53510-2210	.00	19.53	19.53
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	5730840000	1	01-55200-2210	.00	60.69	60.69
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	5817900000	1	01-55200-2210	.00	74.32	74.32
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	6198210000	1	01-55200-2210	.00	18.38	18.38
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	6301650000	1	01-55200-2210	.00	17.27	17.27
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	6426740000	1	01-55200-2210	.00	17.84	17.84
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	6721900000	1	01-53420-2900	.00	17.44	17.44
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	6960540000	1	01-53311-2210	.00	17.27	17.27
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	7127140000	1	01-55200-2210	.00	203.18	203.18
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	7132920000	1	01-53510-2210	.00	31.96	31.96
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	7312600000	1	01-55401-2210	.00	34.06	34.06
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	7625640000	1	01-55401-2210	.00	35.87	35.87
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	7699530000	1	01-55401-2210	.00	47.92	47.92
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	7845440000	1	01-55401-2210	.00	15.32	15.32
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	7895200000	1	01-55200-2210	.00	18.80	18.80
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	7906820000	1	01-55401-2210	.00	28.04	28.04
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	7916150000	1	01-55401-2210	.00	312.12	312.12
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	8098330000	1	01-55401-2210	.00	59.38	59.38
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	8270300000	1	01-55401-2210	.00	19.00	19.00
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	8935750000	1	01-55401-2210	.00	34.52	34.52
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	9101020000	1	01-55200-2210	.00	112.46	112.46
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	9361920000	1	01-53420-2900	.00	39.03	39.03
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	9589110000	1	01-55200-2210	.00	17.27	17.27
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	9924620000	1	01-53311-2210	.00	186.55	186.55
02/24	02/15/2024	144347	30	ALLIANT ENERGY/WPL	ACCT #1822	1	01-52100-2210	.00	16.82	16.82
Total 144347:								.00	8,813.05	
<b>144348</b>										
02/24	02/15/2024	144348	218	BAUMGART, EMIL	FEB 2024	1	01-52400-2100	.00	500.00	500.00
Total 144348:								.00	500.00	
<b>144349</b>										
02/24	02/15/2024	144349	29	CULLIGAN	5880975561	1	01-51600-3400	.00	20.20	20.20
02/24	02/15/2024	144349	29	CULLIGAN	5881001809	1	01-55402-3400	.00	13.55	13.55

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 144349:								.00		33.75
<b>144350</b>										
02/24	02/15/2024	144350	1280	DIRECTV	013901916X	1	01-55401-3400	.00	81.08	81.08
Total 144350:								.00		81.08
<b>144351</b>										
02/24	02/15/2024	144351	2597	ENTRANCE TECHNOLOGIES 1	53320	1	01-55401-3500	.00	608.39	608.39
Total 144351:								.00		608.39
<b>144352</b>										
02/24	02/15/2024	144352	274	GERKE EXCAVATING INC	PAYMENT #2	1	08-57620-8200	.00	686,013.67	686,013.67
Total 144352:								.00		686,013.67
<b>144353</b>										
02/24	02/15/2024	144353	634	GREATER TOMAH AREA CHAM	DECEMBER	1	16-21101	.00	26,632.70	26,632.70
Total 144353:								.00		26,632.70
<b>144354</b>										
02/24	02/15/2024	144354	1401	HORST DISTRIBUTING INC	106225-000	1	01-55200-3500	.00	1,253.51	1,253.51
02/24	02/15/2024	144354	1401	HORST DISTRIBUTING INC	106225-001	1	01-55200-3500	.00	144.06	144.06
02/24	02/15/2024	144354	1401	HORST DISTRIBUTING INC	106314-000	1	01-55200-3500	.00	79.03	79.03
Total 144354:								.00		1,476.60
<b>144355</b>										
02/24	02/15/2024	144355	375	KWIK TRIP CREDIT DEPT	00349111 02.	1	01-55200-3400	.00	483.75	483.75
02/24	02/15/2024	144355	375	KWIK TRIP CREDIT DEPT	00410435 02	1	01-53311-3401	.00	12,541.71	12,541.71
02/24	02/15/2024	144355	375	KWIK TRIP CREDIT DEPT	jan 24	1	01-52100-3400	.00	2,489.17	2,489.17
Total 144355:								.00		15,514.63
<b>144356</b>										
02/24	02/15/2024	144356	1391	LOFFLER COMPANIES	4610345	1	01-51420-2900	.00	80.43	80.43

M = Manual Check, V = Void Check



GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 144356:								.00		80.43
<b>144357</b>										
02/24	02/15/2024	144357	2328	LYNXX NETWORKS	721400 02.2	1	01-55200-2230	.00	140.54	140.54
02/24	02/15/2024	144357	2328	LYNXX NETWORKS	721400 02.2	2	01-55401-2230	.00	175.59	175.59
02/24	02/15/2024	144357	2328	LYNXX NETWORKS	842100 02.2	1	10-55110-2900	.00	79.95	79.95
02/24	02/15/2024	144357	2328	LYNXX NETWORKS	842100 02.2	2	10-55110-2230	.00	235.44	235.44
02/24	02/15/2024	144357	2328	LYNXX NETWORKS	842100 02.2	3	10-55110-2900	.00	79.95	79.95
Total 144357:								.00		711.47
<b>144358</b>										
02/24	02/15/2024	144358	1100	MCMaster-CARR	21963007	1	01-53620-3500	.00	653.93	653.93
Total 144358:								.00		653.93
<b>144359</b>										
02/24	02/15/2024	144359	444	MODERN DISPOSAL SYSTEMS	500,159982	1	01-53635-2900	.00	5,769.04	5,769.04
Total 144359:								.00		5,769.04
<b>144360</b>										
02/24	02/15/2024	144360	454	MONROE CO TREASURER	02.2024 SET	1	09-24400	.00	1,074,261.40	1,074,261.40
Total 144360:								.00		1,074,261.40
<b>144361</b>										
02/24	02/15/2024	144361	469	PENNY J. PRECOUR ATTORNE	FEB 2024	1	01-51300-2100	.00	2,700.00	2,700.00
Total 144361:								.00		2,700.00
<b>144362</b>										
02/24	02/15/2024	144362	550	REINDERS INC	6042880-00	1	01-55200-3500	.00	4,406.89	4,406.89
Total 144362:								.00		4,406.89
<b>144363</b>										
02/24	02/15/2024	144363	2567	SPECTRUM INSURANCE GROU	11655	1	03-52300-5100	.00	12,721.05	12,721.05

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
02/24	02/15/2024	144363	2567	SPECTRUM INSURANCE GROU	11655	2	01-51932-5100	.00	5,248.75	5,248.75
02/24	02/15/2024	144363	2567	SPECTRUM INSURANCE GROU	11655	3	02-56910-5100	.00	680.00	680.00
02/24	02/15/2024	144363	2567	SPECTRUM INSURANCE GROU	11655	4	01-51931-5100	.00	10,631.80	10,631.80
02/24	02/15/2024	144363	2567	SPECTRUM INSURANCE GROU	11655	5	10-55110-5100	.00	1,190.00	1,190.00
02/24	02/15/2024	144363	2567	SPECTRUM INSURANCE GROU	11655	6	01-51938-5100	.00	20,692.40	20,692.40
02/24	02/15/2024	144363	2567	SPECTRUM INSURANCE GROU	11655	7	16-56720-5100	.00	3,500.00	3,500.00
02/24	02/15/2024	144363	2567	SPECTRUM INSURANCE GROU	11655	8	12-55500-5100	.00	600.00	600.00
02/24	02/15/2024	144363	2567	SPECTRUM INSURANCE GROU	11655	9	03-52300-5140	.00	5,866.39	5,866.39
02/24	02/15/2024	144363	2567	SPECTRUM INSURANCE GROU	11655	10	01-51938-5140	.00	16,234.88	16,234.88
02/24	02/15/2024	144363	2567	SPECTRUM INSURANCE GROU	11655	11	01-51938-5140	.00	304.18	304.18
02/24	02/15/2024	144363	2567	SPECTRUM INSURANCE GROU	11655	12	01-51938-5140	.00	2,391.58	2,391.58
02/24	02/15/2024	144363	2567	SPECTRUM INSURANCE GROU	11655	13	01-51931-5140	.00	6,235.58	6,235.58
02/24	02/15/2024	144363	2567	SPECTRUM INSURANCE GROU	11655	14	01-51932-5140	.00	18,165.39	18,165.39
02/24	02/15/2024	144363	2567	SPECTRUM INSURANCE GROU	11655	15	01-15620	.00	1,653.85	1,653.85
02/24	02/15/2024	144363	2567	SPECTRUM INSURANCE GROU	11655	16	01-15610	.00	1,542.11	1,542.11
Total 144363:								.00		107,657.96
<b>144364</b>										
02/24	02/15/2024	144364	594	ST. JOSEPH EQUIPMENT INC	P79467	1	01-55200-3500	.00	186.33	186.33
Total 144364:								.00		186.33
<b>144365</b>										
02/24	02/15/2024	144365	637	TOMAH AREA SCHOOL DISTRIC	02.2024 SET	1	09-24600	.00	1,492,334.41	1,492,334.41
Total 144365:								.00		1,492,334.41
<b>144366</b>										
02/24	02/15/2024	144366	2598	TOMAH FIREFIGHTERS ASSOCI	BOAT PURC	1	01-57220-8300	.00	4,525.00	4,525.00
02/24	02/15/2024	144366	2598	TOMAH FIREFIGHTERS ASSOCI	BOAT PURC	2	02-57331-8300	.00	15,000.00	15,000.00
Total 144366:								.00		19,525.00
<b>144367</b>										
02/24	02/15/2024	144367	1744	TOMAH HEALTH	BLOOD DRA	1	01-52100-3400	.00	137.25	137.25
02/24	02/15/2024	144367	1744	TOMAH HEALTH	PRE EMP S	1	01-52100-2100	.00	82.00	82.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 144367:								.00		219.25
<b>144368</b>										
02/24	02/15/2024	144368	658	TOMAH WATER & SEWER UTILI	3581.00 1.24	1	03-52300-2220	.00	180.66	180.66
02/24	02/15/2024	144368	658	TOMAH WATER & SEWER UTILI	3581.00 1.24	2	01-52200-2220	.00	45.16	45.16
Total 144368:								.00		225.82
<b>144369</b>										
02/24	02/15/2024	144369	708	WALMART STORES INC	CASE 16-08	1	01-23301	.00	162.22	162.22
Total 144369:								.00		162.22
<b>144370</b>										
02/24	02/15/2024	144370	721	WE ENERGIES	0401404176-	1	01-53311-2200	.00	268.08	268.08
02/24	02/15/2024	144370	721	WE ENERGIES	0701404176-	1	01-53311-2200	.00	852.66	852.66
02/24	02/15/2024	144370	721	WE ENERGIES	0706723812-	1	12-55500-2200	.00	87.72	87.72
02/24	02/15/2024	144370	721	WE ENERGIES	0708538032-	1	10-55110-2200	.00	379.17	379.17
02/24	02/15/2024	144370	721	WE ENERGIES	0715128126-	1	01-53311-2200	.00	1,167.02	1,167.02
02/24	02/15/2024	144370	721	WE ENERGIES	0717659443-	1	12-55500-2200	.00	469.77	469.77
02/24	02/15/2024	144370	721	WE ENERGIES	0718379081-	1	01-55402-2200	.00	180.64	180.64
02/24	02/15/2024	144370	721	WE ENERGIES	0735582192-	1	03-52300-2200	.00	1,588.64	1,588.64
02/24	02/15/2024	144370	721	WE ENERGIES	0735582192-	2	01-52200-2200	.00	680.84	680.84
Total 144370:								.00		5,674.54
<b>144371</b>										
02/24	02/15/2024	144371	728	WESTERN TECHNICAL COLLEG	02.2024 SET	1	09-24600	.00	241,821.56	241,821.56
Total 144371:								.00		241,821.56
<b>144396</b>										
02/24	02/22/2024	144396	2131	3RT NETWORKS	24038	1	01-51450-3100	.00	15.00	15.00
02/24	02/22/2024	144396	2131	3RT NETWORKS	CW34875	1	01-51450-2900	.00	82.98	82.98
Total 144396:								.00		97.98

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
<b>144397</b>										
02/24	02/22/2024	144397	1144	ALADTEC INC	INV0032808	1	03-52300-2900	.00	3,555.00	3,555.00
Total 144397:								.00		3,555.00
<b>144398</b>										
02/24	02/22/2024	144398	30	ALLIANT ENERGY/WPL	1681000000	1	01-52900-2210	.00	19.49	19.49
02/24	02/22/2024	144398	30	ALLIANT ENERGY/WPL	2447130000	1	12-55500-2210	.00	757.52	757.52
02/24	02/22/2024	144398	30	ALLIANT ENERGY/WPL	3219500000	1	01-52100-2210	.00	1,431.91	1,431.91
02/24	02/22/2024	144398	30	ALLIANT ENERGY/WPL	6619750000	1	12-55500-2210	.00	62.40	62.40
02/24	02/22/2024	144398	30	ALLIANT ENERGY/WPL	7675010000	1	01-53510-2210	.00	254.72	254.72
02/24	02/22/2024	144398	30	ALLIANT ENERGY/WPL	9815010000	1	12-55500-2210	.00	239.16	239.16
Total 144398:								.00		2,765.20
<b>144399</b>										
02/24	02/22/2024	144399	2564	AMERICOLLECT INC.	PP #4 - LAN	1	01-21590	.00	387.26	387.26
Total 144399:								.00		387.26
<b>144400</b>										
02/24	02/22/2024	144400	2596	ATV/UTV RENEWAL PROCESSI	2024 RENE	1	01-52200-3400	.00	5.00	5.00
Total 144400:								.00		5.00
<b>144401</b>										
02/24	02/22/2024	144401	69	BAKER & TAYLOR LLC	2038023919	1	10-55110-3420	.00	164.51	164.51
02/24	02/22/2024	144401	69	BAKER & TAYLOR LLC	2038023919	2	10-55110-3460	.00	86.51	86.51
02/24	02/22/2024	144401	69	BAKER & TAYLOR LLC	2038025857	1	10-55110-3420	.00	18.59	18.59
02/24	02/22/2024	144401	69	BAKER & TAYLOR LLC	2038025857	2	10-55110-3460	.00	20.75	20.75
02/24	02/22/2024	144401	69	BAKER & TAYLOR LLC	2038044626	1	10-55110-3420	.00	59.22	59.22
02/24	02/22/2024	144401	69	BAKER & TAYLOR LLC	2038044626	2	10-55110-3460	.00	62.60	62.60
02/24	02/22/2024	144401	69	BAKER & TAYLOR LLC	2038067200	1	10-55110-3420	.00	137.60	137.60
02/24	02/22/2024	144401	69	BAKER & TAYLOR LLC	2038067200	2	10-55110-3460	.00	34.52	34.52
02/24	02/22/2024	144401	69	BAKER & TAYLOR LLC	2038075148	1	10-55110-3420	.00	300.79	300.79
Total 144401:								.00		885.09

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
<b>144402</b>										
02/24	02/22/2024	144402	2600	BENJAMIN PARLOW	REFUND TA	1	01-23301	.00	412.00	412.00
Total 144402:								.00		412.00
<b>144403</b>										
02/24	02/22/2024	144403	2601	BICYCLING	0916962590	1	10-55110-3420	.00	15.00	15.00
Total 144403:								.00		15.00
<b>144404</b>										
02/24	02/22/2024	144404	96	BOUND TREE MEDICAL LLC	85241964	1	03-52300-3402	.00	290.46	290.46
02/24	02/22/2024	144404	96	BOUND TREE MEDICAL LLC	85243339	1	03-52300-3402	.00	569.86	569.86
Total 144404:								.00		860.32
<b>144405</b>										
02/24	02/22/2024	144405	2563	CHARTER COMMUNICATIONS	1715396010	1	12-55500-2240	.00	193.17	193.17
Total 144405:								.00		193.17
<b>144406</b>										
02/24	02/22/2024	144406	2421	CLIFF'S AUTO UPHOLSTERY	660509	1	01-53311-3512	.00	390.00	390.00
Total 144406:								.00		390.00
<b>144407</b>										
02/24	02/22/2024	144407	2432	CULPITT ROOFING, INC	3871	1	10-55110-3500	.00	700.00	700.00
Total 144407:								.00		700.00
<b>144408</b>										
02/24	02/22/2024	144408	1336	DEROUSSEAU HEATING & COO	29072	1	10-55110-3500	.00	300.00	300.00
Total 144408:								.00		300.00
<b>144409</b>										
02/24	02/22/2024	144409	1544	ELLIS, ROGER	03.29.24 MU	1	12-55500-3410	.00	100.00	100.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 144409:								.00		100.00
<b>144410</b>										
02/24	02/22/2024	144410	216	EMERGENCY MEDICAL PRODU	2615712	1	03-52300-3402	.00	792.20	792.20
02/24	02/22/2024	144410	216	EMERGENCY MEDICAL PRODU	2616694	1	03-52300-3402	.00	693.06	693.06
Total 144410:								.00		1,485.26
<b>144411</b>										
02/24	02/22/2024	144411	220	EO JOHNSON CO	1482192	1	10-55110-2900	.00	27.07	27.07
Total 144411:								.00		27.07
<b>144412</b>										
02/24	02/22/2024	144412	2194	GOODYEAR COMMERCIAL TIR	1281155594	1	01-53311-3502	.00	1,455.26	1,455.26
Total 144412:								.00		1,455.26
<b>144413</b>										
02/24	02/22/2024	144413	354	JOHN SHUCK PLUMBING & REP	3613	1	10-55110-3500	.00	159.49	159.49
Total 144413:								.00		159.49
<b>144414</b>										
02/24	02/22/2024	144414	396	LEXISNEXIS RISK DATA MANAG	1679640-202	1	03-52300-2900	.00	100.00	100.00
02/24	02/22/2024	144414	396	LEXISNEXIS RISK DATA MANAG	1679640-202	2	01-52100-2900	.00	100.00	100.00
Total 144414:								.00		200.00
<b>144415</b>										
02/24	02/22/2024	144415	1757	MACQUEEN EQUIPMENT LLC	P32126	1	01-53620-3500	.00	769.15	769.15
Total 144415:								.00		769.15
<b>144416</b>										
02/24	02/22/2024	144416	2396	Mark Adler	866257	1	08-57620-8200	.00	10,416.00	10,416.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 144416:								.00		10,416.00
<b>144417</b>										
02/24	02/22/2024	144417	442	MISSISSIPPI WELDERS SUPPL	500728	1	03-52300-3400	.00	72.14	72.14
Total 144417:								.00		72.14
<b>144418</b>										
02/24	02/22/2024	144418	443	MLJ LAWN MOWING & SNOW R	1842	1	01-53640-2900	.00	555.00	555.00
Total 144418:								.00		555.00
<b>144419</b>										
02/24	02/22/2024	144419	454	MONROE CO TREASURER	2023 Envelo	1	01-51520-3400	.00	360.00	360.00
Total 144419:								.00		360.00
<b>144420</b>										
02/24	02/22/2024	144420	2544	REI Engineering, Inc.	46651.1	1	08-57620-8200	.00	1,000.00	1,000.00
Total 144420:								.00		1,000.00
<b>144421</b>										
02/24	02/22/2024	144421	1009	ROBARGE, ADAM	WEMSA	1	03-52300-3350	.00	545.00	545.00
Total 144421:								.00		545.00
<b>144422</b>										
02/24	02/22/2024	144422	2151	SINGIN "N" SWINGIN BAND	03.01.24 MU	1	12-55500-3410	.00	150.00	150.00
Total 144422:								.00		150.00
<b>144423</b>										
02/24	02/22/2024	144423	2567	SPECTRUM INSURANCE GROU	11655.1	1	01-15620	.00	7.04	7.04
Total 144423:								.00		7.04

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
<b>144424</b>										
02/24	02/22/2024	144424	1732	TELEFLEX LLC	9508006578	1	03-52300-3402	.00	677.50	677.50
Total 144424:								.00		677.50
<b>144425</b>										
02/24	02/22/2024	144425	2572	TITAN PUBLIC SAFETY SOLUTI	5792	1	01-51200-2900	.00	3,422.00	3,422.00
Total 144425:								.00		3,422.00
<b>144426</b>										
02/24	02/22/2024	144426	1744	TOMAH HEALTH	01292024	1	03-52300-2100	.00	31.00	31.00
Total 144426:								.00		31.00
<b>144427</b>										
02/24	02/22/2024	144427	672	TRI-STATE BUSINESS MACHINE	593956	1	03-52300-2900	.00	114.40	114.40
Total 144427:								.00		114.40
<b>144428</b>										
02/24	02/22/2024	144428	721	WE ENERGIES	0701203592-	1	01-53510-2200	.00	46.62	46.62
02/24	02/22/2024	144428	721	WE ENERGIES	0701377292-	1	01-55401-2200	.00	487.99	487.99
02/24	02/22/2024	144428	721	WE ENERGIES	0704935413-	1	01-55401-2200	.00	638.43	638.43
02/24	02/22/2024	144428	721	WE ENERGIES	0706515242-	1	01-55401-2200	.00	19.58	19.58
02/24	02/22/2024	144428	721	WE ENERGIES	0707349941-	1	01-55401-2200	.00	476.61	476.61
02/24	02/22/2024	144428	721	WE ENERGIES	0707713977-	1	01-55401-2200	.00	110.92	110.92
02/24	02/22/2024	144428	721	WE ENERGIES	0711622483-	1	01-55401-2200	.00	203.12	203.12
02/24	02/22/2024	144428	721	WE ENERGIES	0712259790-	1	01-55401-2200	.00	1,018.13	1,018.13
02/24	02/22/2024	144428	721	WE ENERGIES	0714123594-	1	01-51600-2200	.00	1,300.14	1,300.14
02/24	02/22/2024	144428	721	WE ENERGIES	0714229616-	1	01-55402-2200	.00	8.91	8.91
02/24	02/22/2024	144428	721	WE ENERGIES	0715711655-	1	01-55401-2200	.00	4,082.98	4,082.98
02/24	02/22/2024	144428	721	WE ENERGIES	0715807202-	1	01-55401-2200	.00	194.29	194.29
02/24	02/22/2024	144428	721	WE ENERGIES	0719795727-	1	01-55401-2200	.00	259.79	259.79
Total 144428:								.00		8,847.51
<b>144429</b>										
02/24	02/22/2024	144429	749	WI SCTF	PP #4	1	01-21590	.00	683.35	683.35

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Total 144429:								.00		683.35
<b>144430</b>										
02/24	02/22/2024	144430	2131	3RT NETWORKS	CW34410	1	01-51450-2900	.00	30.00	30.00
02/24	02/22/2024	144430	2131	3RT NETWORKS	CW34528	1	08-57190-1140	.00	1,500.00	1,500.00
02/24	02/22/2024	144430	2131	3RT NETWORKS	CW34769	1	01-51450-2900	.00	1,620.00	1,620.00
02/24	02/22/2024	144430	2131	3RT NETWORKS	CW34769	2	01-51450-2900	.00	3,200.00	3,200.00
02/24	02/22/2024	144430	2131	3RT NETWORKS	CW34769	3	01-51450-2900	.00	3,000.00	3,000.00
02/24	02/22/2024	144430	2131	3RT NETWORKS	CW34770	1	01-51450-2900	.00	84.00	84.00
02/24	02/22/2024	144430	2131	3RT NETWORKS	CW34923	1	01-51450-2900	.00	87.00	87.00
02/24	02/22/2024	144430	2131	3RT NETWORKS	CW34924	1	01-51450-2900	.00	3,350.00	3,350.00
02/24	02/22/2024	144430	2131	3RT NETWORKS	CW34924	2	01-51450-2900	.00	3,000.00	3,000.00
02/24	02/22/2024	144430	2131	3RT NETWORKS	CW34924	3	01-51450-2900	.00	1,620.00	1,620.00
Total 144430:								.00		17,491.00
<b>144431</b>										
03/24	03/07/2024	144431	2131	3RT NETWORKS	CW35082	1	01-51450-2900	.00	432.00	432.00
Total 144431:								.00		432.00
<b>144432</b>										
03/24	03/07/2024	144432	2602	ABBY VANS INC.	22679	1	11-53520-3400	.00	94,124.70	94,124.70
03/24	03/07/2024	144432	2602	ABBY VANS INC.	22679	2	11-46350	.00	16,340.50-	16,340.50-
Total 144432:								.00		77,784.20
<b>144433</b>										
03/24	03/07/2024	144433	2346	ACE HARDWARE (FIRE)	619885	1	01-52200-3400	.00	9.68	9.68
03/24	03/07/2024	144433	2346	ACE HARDWARE (FIRE)	619949	1	01-52200-3400	.00	7.96	7.96
03/24	03/07/2024	144433	2346	ACE HARDWARE (FIRE)	619996	1	01-52200-3400	.00	55.98	55.98
03/24	03/07/2024	144433	2346	ACE HARDWARE (FIRE)	620037	1	01-52200-3400	.00	10.77	10.77
03/24	03/07/2024	144433	2346	ACE HARDWARE (FIRE)	620090	1	01-52200-3400	.00	27.98	27.98
03/24	03/07/2024	144433	2346	ACE HARDWARE (FIRE)	620220	1	01-52200-3400	.00	12.99	12.99
03/24	03/07/2024	144433	2346	ACE HARDWARE (FIRE)	620436	1	01-52200-3400	.00	34.98	34.98
03/24	03/07/2024	144433	2346	ACE HARDWARE (FIRE)	620476	1	01-52200-3400	.00	6.18	6.18

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 144433:								.00		166.52
<b>144434</b>										
03/24	03/07/2024	144434	2340	ACE HARDWARE (PARKS)	619872	1	01-55200-3400	.00	20.52	20.52
03/24	03/07/2024	144434	2340	ACE HARDWARE (PARKS)	619928	1	01-55401-3400	.00	8.73	8.73
03/24	03/07/2024	144434	2340	ACE HARDWARE (PARKS)	619931	1	01-55200-3400	.00	37.99	37.99
03/24	03/07/2024	144434	2340	ACE HARDWARE (PARKS)	619962	1	01-55200-3400	.00	149.72	149.72
03/24	03/07/2024	144434	2340	ACE HARDWARE (PARKS)	620125	1	01-55200-3400	.00	20.16	20.16
03/24	03/07/2024	144434	2340	ACE HARDWARE (PARKS)	620133	1	01-55200-3400	.00	51.98	51.98
03/24	03/07/2024	144434	2340	ACE HARDWARE (PARKS)	620313	1	01-55200-3400	.00	150.99	150.99
03/24	03/07/2024	144434	2340	ACE HARDWARE (PARKS)	620326	1	01-55200-3400	.00	58.98	58.98
03/24	03/07/2024	144434	2340	ACE HARDWARE (PARKS)	620344	1	01-55200-3400	.00	84.51	84.51
03/24	03/07/2024	144434	2340	ACE HARDWARE (PARKS)	620364	1	01-55200-3400	.00	44.99	44.99
03/24	03/07/2024	144434	2340	ACE HARDWARE (PARKS)	620481	1	01-55200-3400	.00	91.56	91.56
Total 144434:								.00		720.13
<b>144435</b>										
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	619554	1	01-51600-3500	.00	64.94	64.94
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	619681	1	01-51600-3500	.00	87.94	87.94
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	619883	1	01-53311-3508	.00	256.54	256.54
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	619896	1	01-53311-3508	.00	6.49	6.49
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	619933	1	01-51600-3400	.00	52.67	52.67
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	619945	1	01-53311-3408	.00	9.28	9.28
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	619991	1	01-53311-3508	.00	347.40	347.40
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620008	1	01-53311-3502	.00	27.54	27.54
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620035	1	01-53311-3408	.00	45.90	45.90
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620040	1	01-53311-3408	.00	2.38	2.38
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620048	1	01-53311-3508	.00	264.12	264.12
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620057	1	01-53311-3508	.00	47.83	47.83
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620155	1	01-53311-3508	.00	55.93	55.93
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620212	1	01-53620-3400	.00	15.28	15.28
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620219	1	01-53311-3508	.00	9.11	9.11
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620238	1	01-53311-3508	.00	45.58	45.58
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620247	1	01-53311-3408	.00	73.95	73.95
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620289	1	01-53311-3408	.00	39.98	39.98
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620318	1	01-53311-3502	.00	7.99	7.99
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620326	1	01-53311-3408	.00	41.96	41.96

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620328	1	01-53311-3508	.00	71.11	71.11
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620332	1	01-53311-3508	.00	14.31	14.31
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620340	1	01-53311-3508	.00	9.98	9.98
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620343	1	01-51600-3400	.00	39.98	39.98
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620362	1	01-53311-3408	.00	39.99	39.99
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620374	1	01-51600-3400	.00	5.99	5.99
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620442	1	01-53311-3508	.00	99.98	99.98
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620552	1	01-53311-3508	.00	156.93	156.93
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620559	1	01-53311-3508	.00	8.99-	8.99-
03/24	03/07/2024	144435	11	ACE HARDWARE (PUBLIC WOR	620570	1	01-53311-3502	.00	78.57	78.57
Total 144435:								.00		2,010.66
<b>144436</b>										
03/24	03/07/2024	144436	27	ALL AMERICAN DO-IT CENTER	445467/3	1	01-51600-3500	.00	69.88	69.88
03/24	03/07/2024	144436	27	ALL AMERICAN DO-IT CENTER	57410/3	1	01-51600-3500	.00	6.49	6.49
03/24	03/07/2024	144436	27	ALL AMERICAN DO-IT CENTER	57801/3	1	01-53311-3508	.00	35.49	35.49
03/24	03/07/2024	144436	27	ALL AMERICAN DO-IT CENTER	58094/3	1	01-53311-3508	.00	65.97	65.97
Total 144436:								.00		177.83
<b>144437</b>										
03/24	03/07/2024	144437	30	ALLIANT ENERGY/WPL	0305500000	1	01-53311-2210	.00	227.42	227.42
03/24	03/07/2024	144437	30	ALLIANT ENERGY/WPL	0698200000	1	02-56910-2210	.00	424.57	424.57
03/24	03/07/2024	144437	30	ALLIANT ENERGY/WPL	2940650000	1	01-53311-2210	.00	366.01	366.01
03/24	03/07/2024	144437	30	ALLIANT ENERGY/WPL	3716320000	1	01-53510-2210	.00	45.85	45.85
03/24	03/07/2024	144437	30	ALLIANT ENERGY/WPL	4498340000	1	01-53420-2900	.00	17.85	17.85
03/24	03/07/2024	144437	30	ALLIANT ENERGY/WPL	5243440000	1	01-51600-2210	.00	1,138.29	1,138.29
03/24	03/07/2024	144437	30	ALLIANT ENERGY/WPL	5303120000	1	01-53420-2900	.00	38.48	38.48
03/24	03/07/2024	144437	30	ALLIANT ENERGY/WPL	5683030000	1	01-53510-2210	.00	18.41	18.41
03/24	03/07/2024	144437	30	ALLIANT ENERGY/WPL	6721900000	1	01-53420-2900	.00	17.85	17.85
03/24	03/07/2024	144437	30	ALLIANT ENERGY/WPL	6960540000	1	01-53311-2210	.00	17.98	17.98
03/24	03/07/2024	144437	30	ALLIANT ENERGY/WPL	7132920000	1	01-53510-2210	.00	31.05	31.05
03/24	03/07/2024	144437	30	ALLIANT ENERGY/WPL	7545230000	1	01-53420-2900	.00	8,531.00	8,531.00
03/24	03/07/2024	144437	30	ALLIANT ENERGY/WPL	7675010000	1	01-53510-2210	.00	227.93	227.93
03/24	03/07/2024	144437	30	ALLIANT ENERGY/WPL	9361920000	1	01-53420-2900	.00	37.77	37.77
03/24	03/07/2024	144437	30	ALLIANT ENERGY/WPL	9924620000	1	01-53311-2210	.00	152.20	152.20

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Total 144437:								.00		11,292.66
<b>144438</b>										
03/24	03/07/2024	144438	2403	ASSOCIATED APPRAISAL CON	173205	1	01-51530-2100	.00	3,877.03	3,877.03
Total 144438:								.00		3,877.03
<b>144439</b>										
03/24	03/07/2024	144439	2344	AUTO VALUE TOMAH (FIRE)	522257297	1	03-52300-3500	.00	76.77	76.77
03/24	03/07/2024	144439	2344	AUTO VALUE TOMAH (FIRE)	522260925	1	01-52200-3400	.00	51.99	51.99
Total 144439:								.00		128.76
<b>144440</b>										
03/24	03/07/2024	144440	2341	AUTO VALUE TOMAH (STREET)	522259830	1	01-53311-3508	.00	89.97	89.97
03/24	03/07/2024	144440	2341	AUTO VALUE TOMAH (STREET)	522259901	1	01-53311-3512	.00	47.27	47.27
03/24	03/07/2024	144440	2341	AUTO VALUE TOMAH (STREET)	522259991	1	01-53311-3408	.00	12.99	12.99
03/24	03/07/2024	144440	2341	AUTO VALUE TOMAH (STREET)	522260056	1	01-53311-3408	.00	32.64	32.64
03/24	03/07/2024	144440	2341	AUTO VALUE TOMAH (STREET)	522260145	1	01-53311-3502	.00	81.45	81.45
03/24	03/07/2024	144440	2341	AUTO VALUE TOMAH (STREET)	522260276	1	01-53311-3408	.00	199.95	199.95
03/24	03/07/2024	144440	2341	AUTO VALUE TOMAH (STREET)	522260319	1	01-53311-3408	.00	17.99	17.99
03/24	03/07/2024	144440	2341	AUTO VALUE TOMAH (STREET)	522260322	1	01-53311-3512	.00	86.78	86.78
03/24	03/07/2024	144440	2341	AUTO VALUE TOMAH (STREET)	522260383	1	01-53311-3408	.00	37.33	37.33
03/24	03/07/2024	144440	2341	AUTO VALUE TOMAH (STREET)	522260460	1	01-53620-3500	.00	164.90	164.90
03/24	03/07/2024	144440	2341	AUTO VALUE TOMAH (STREET)	522260710	1	01-53620-3500	.00	130.04	130.04
03/24	03/07/2024	144440	2341	AUTO VALUE TOMAH (STREET)	522260998	1	01-53311-3408	.00	2.99	2.99
03/24	03/07/2024	144440	2341	AUTO VALUE TOMAH (STREET)	522261063	1	01-53311-3502	.00	249.58	249.58
03/24	03/07/2024	144440	2341	AUTO VALUE TOMAH (STREET)	522261703	1	01-53311-3408	.00	1,039.98	1,039.98
Total 144440:								.00		2,193.86
<b>144441</b>										
03/24	03/07/2024	144441	69	BAKER & TAYLOR LLC	2038082570	1	10-55110-3460	.00	417.81	417.81
Total 144441:								.00		417.81
<b>144442</b>										
03/24	03/07/2024	144442	218	BAUMGART, EMIL	MARCH 202	1	01-52400-2100	.00	500.00	500.00

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Total 144442:								.00		500.00
<b>144443</b>										
03/24	03/07/2024	144443	81	BERNIE BUCHNER INC	883049	1	08-57210-8200	.00	5,240.76	5,240.76
Total 144443:								.00		5,240.76
<b>144444</b>										
03/24	03/07/2024	144444	2177	BOGIE ENTERPRISES INC	24-0022901	1	01-53620-3500	.00	686.49	686.49
03/24	03/07/2024	144444	2177	BOGIE ENTERPRISES INC	24-0023049	1	01-53620-3500	.00	952.65	952.65
Total 144444:								.00		1,639.14
<b>144445</b>										
03/24	03/07/2024	144445	96	BOUND TREE MEDICAL LLC	85256086	1	03-52300-3402	.00	1,071.64	1,071.64
Total 144445:								.00		1,071.64
<b>144446</b>										
03/24	03/07/2024	144446	2365	Brightspeed	301310967 2	1	01-52100-2230	.00	30.00	30.00
03/24	03/07/2024	144446	2365	Brightspeed	301313471 0	1	01-53510-2230	.00	34.32	34.32
03/24	03/07/2024	144446	2365	Brightspeed	301313476 0	1	02-56910-2230	.00	68.64	68.64
03/24	03/07/2024	144446	2365	Brightspeed	301313477 0	1	01-53311-2230	.00	141.27	141.27
03/24	03/07/2024	144446	2365	Brightspeed	301313478	1	01-55402-2230	.00	140.81	140.81
Total 144446:								.00		415.04
<b>144447</b>										
03/24	03/07/2024	144447	2287	CANON FINANCIAL SERVICES I	32110489	1	03-52300-2900	.00	73.00	73.00
03/24	03/07/2024	144447	2287	CANON FINANCIAL SERVICES I	32121857	1	01-51420-2900	.00	26.72	26.72
Total 144447:								.00		99.72
<b>144448</b>										
03/24	03/07/2024	144448	2054	CLIFTON LARSON ALLEN LLP	L241102312	1	01-51540-2100	.00	750.00	750.00
03/24	03/07/2024	144448	2054	CLIFTON LARSON ALLEN LLP	L241102312	2	01-51540-2100	.00	37.50	37.50

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Total 144448:								.00		787.50
<b>144449</b>										
03/24	03/07/2024	144449	1777	DELTA DENTAL	2106320	1	01-21597	.00	1,713.80	1,713.80
03/24	03/07/2024	144449	1777	DELTA DENTAL	2109401	1	01-21596	.00	725.10	725.10
Total 144449:								.00		2,438.90
<b>144450</b>										
03/24	03/07/2024	144450	2536	EAGLE ENGRAVING INC.	2024-1845	1	01-52200-3400	.00	72.20	72.20
Total 144450:								.00		72.20
<b>144451</b>										
03/24	03/07/2024	144451	216	EMERGENCY MEDICAL PRODU	2618037	1	03-52300-3402	.00	255.60	255.60
03/24	03/07/2024	144451	216	EMERGENCY MEDICAL PRODU	2618921	1	03-52300-3402	.00	1,099.82	1,099.82
Total 144451:								.00		1,355.42
<b>144452</b>										
03/24	03/07/2024	144452	220	EO JOHNSON CO	#1470360	1	01-52100-2900	.00	103.97	103.97
03/24	03/07/2024	144452	220	EO JOHNSON CO	INV1482192	1	10-55110-2900	.00	27.07	27.07
03/24	03/07/2024	144452	220	EO JOHNSON CO	INV1483758	1	10-55110-2900	.00	86.00	86.00
Total 144452:								.00		217.04
<b>144453</b>										
03/24	03/07/2024	144453	2605	EVELYN ALLEN	CREDIT ON I	1	01-46430	.00	98.85	98.85
Total 144453:								.00		98.85
<b>144454</b>										
03/24	03/07/2024	144454	255	FIRST SUPPLY LLC-LA CROSSE	#3567052-00	1	01-52100-3550	.00	3.11	3.11
03/24	03/07/2024	144454	255	FIRST SUPPLY LLC-LA CROSSE	#3568632-00	1	01-52100-3550	.00	97.08	97.08
Total 144454:								.00		100.19

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<b>144455</b>										
03/24	03/07/2024	144455	2604	GARY BENJAMIN	OVERPAYM	1	03-13100	.00	121.16	121.16
Total 144455:								.00	121.16	121.16
<b>144456</b>										
03/24	03/07/2024	144456	275	GHD SERVICES INC	340-0099736	1	01-53630-2100	.00	3,492.17	3,492.17
Total 144456:								.00	3,492.17	3,492.17
<b>144457</b>										
03/24	03/07/2024	144457	2194	GOODYEAR COMMERCIAL TIR	128-1155650	1	01-53311-3501	.00	2,713.06	2,713.06
Total 144457:								.00	2,713.06	2,713.06
<b>144458</b>										
03/24	03/07/2024	144458	287	GRAY ELECTRIC LLC	I3093	1	12-55500-3500	.00	206.50	206.50
Total 144458:								.00	206.50	206.50
<b>144459</b>										
03/24	03/07/2024	144459	634	GREATER TOMAH AREA CHAM	01.2024	1	16-21101	.00	20,880.08	20,880.08
Total 144459:								.00	20,880.08	20,880.08
<b>144460</b>										
03/24	03/07/2024	144460	299	HAGEN SPORTS NETWORK	MARCH 202	1	01-51100-3200	.00	375.00	375.00
Total 144460:								.00	375.00	375.00
<b>144461</b>										
03/24	03/07/2024	144461	2574	HAMILTON MEDICAL INC	23315970	1	03-52300-3402	.00	1,013.07	1,013.07
Total 144461:								.00	1,013.07	1,013.07
<b>144462</b>										
03/24	03/07/2024	144462	317	HOLIDAY WHOLESALE	1656272	1	01-51600-3400	.00	185.00	185.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 144462:								.00		185.00
<b>144463</b>										
03/24	03/07/2024	144463	1401	HORST DISTRIBUTING INC	105837-000	1	01-55200-3500	.00	187.24	187.24
03/24	03/07/2024	144463	1401	HORST DISTRIBUTING INC	106148-000	1	01-55200-3500	.00	31.19	31.19
03/24	03/07/2024	144463	1401	HORST DISTRIBUTING INC	106175-000	1	01-55200-3500	.00	243.29	243.29
Total 144463:								.00		461.72
<b>144464</b>										
03/24	03/07/2024	144464	324	IDSO'S	3546	1	01-53620-3502	.00	115.61	115.61
Total 144464:								.00		115.61
<b>144465</b>										
03/24	03/07/2024	144465	2606	JENNY KASTEN-BELL	OVERPAID T	1	01-45100	.00	25.00	25.00
Total 144465:								.00		25.00
<b>144466</b>										
03/24	03/07/2024	144466	2373	Kathleen M. Roberts	1 HOUR MU	1	12-55500-3410	.00	150.00	150.00
Total 144466:								.00		150.00
<b>144467</b>										
03/24	03/07/2024	144467	375	KWIK TRIP CREDIT DEPT	00410435 03	1	01-53311-3401	.00	4,068.48	4,068.48
03/24	03/07/2024	144467	375	KWIK TRIP CREDIT DEPT	00421945 02	1	03-52300-3401	.00	3,918.11	3,918.11
03/24	03/07/2024	144467	375	KWIK TRIP CREDIT DEPT	00474557 02	1	01-52200-3400	.00	638.01	638.01
03/24	03/07/2024	144467	375	KWIK TRIP CREDIT DEPT	FEB 2024 FU	1	01-52100-3400	.00	2,900.73	2,900.73
Total 144467:								.00		11,525.33
<b>144468</b>										
03/24	03/07/2024	144468	387	LARKIN'S GMC INC	86118	1	03-52300-3500	.00	141.60	141.60
03/24	03/07/2024	144468	387	LARKIN'S GMC INC	86135	1	01-52200-3500	.00	597.58	597.58
03/24	03/07/2024	144468	387	LARKIN'S GMC INC	86142	1	01-52200-3500	.00	292.22	292.22

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 144468:								.00		1,031.40
<b>144469</b>										
03/24	03/07/2024	144469	396	LEXISNEXIS RISK DATA MANAG	13788284-20	1	01-52100-2900	.00	38.00	38.00
Total 144469:								.00		38.00
<b>144470</b>										
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500	1	01-52100-2230	.00	692.88	692.88
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500	2	01-51200-2230	.00	57.82	57.82
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500	3	01-51520-2230	.00	61.69	61.69
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500	4	01-51415-2230	.00	15.22	15.22
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500	5	01-51420-2230	.00	59.35	59.35
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500	6	01-51100-2230	.00	15.22	15.22
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500	7	01-51530-2230	.00	15.22	15.22
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500	8	01-51410-2230	.00	25.95	25.95
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500	9	01-52400-2230	.00	46.48	46.48
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500	10	01-53100-2230	.00	59.58	59.58
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500	11	01-15610	.00	29.84	29.84
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500	12	01-15620	.00	46.14	46.14
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500	13	01-55200-2230	.00	17.06	17.06
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500	14	01-52100-2230	.00	175.00	175.00
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500	15	01-51450-2900	.00	175.00	175.00
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500 03.2	1	01-52100-2230	.00	693.96	693.96
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500 03.2	2	01-51200-2230	.00	57.82	57.82
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500 03.2	3	01-51520-2230	.00	61.32	61.32
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500 03.2	4	01-51415-2230	.00	15.22	15.22
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500 03.2	5	01-51420-2230	.00	57.83	57.83
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500 03.2	6	01-51100-2230	.00	15.22	15.22
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500 03.2	7	01-51530-2230	.00	15.22	15.22
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500 03.2	8	01-51410-2230	.00	25.95	25.95
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500 03.2	9	01-52400-2230	.00	47.61	47.61
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500 03.2	10	01-53100-2230	.00	58.94	58.94
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500 03.2	11	01-15610	.00	29.84	29.84
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500 03.2	12	01-15620	.00	46.47	46.47
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500 03.2	13	01-55200-2230	.00	16.82	16.82
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500 03.2	14	01-52100-2230	.00	175.00	175.00
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	690500 03.2	15	01-51450-2900	.00	175.00	175.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	802300 03.2	1	03-52300-2230	.00	832.02	832.02
03/24	03/07/2024	144470	2328	LYNXX NETWORKS	809500 03.2	1	01-53311-2230	.00	100.76	100.76
Total 144470:								.00		3,917.45
<b>144471</b>										
03/24	03/07/2024	144471	2396	Mark Adler	866261	1	08-57620-8200	.00	1,294.00	1,294.00
03/24	03/07/2024	144471	2396	Mark Adler	866262	1	01-55200-3500	.00	156.00	156.00
Total 144471:								.00		1,450.00
<b>144472</b>										
03/24	03/07/2024	144472	1155	MARTEN'S FLOOR COVERING I	7474	1	01-55200-3400	.00	48.00	48.00
Total 144472:								.00		48.00
<b>144473</b>										
03/24	03/07/2024	144473	2333	MAX ELECTRIC LLC	217	1	10-55110-3500	.00	2,097.11	2,097.11
Total 144473:								.00		2,097.11
<b>144474</b>										
03/24	03/07/2024	144474	1100	MCMASTER-CARR	0229JKUBE	1	01-53620-3500	.00	353.02	353.02
Total 144474:								.00		353.02
<b>144475</b>										
03/24	03/07/2024	144475	2124	MEDLINE INDUSTRIES, INC.	2308196891	1	03-52300-3402	.00	295.26	295.26
Total 144475:								.00		295.26
<b>144476</b>										
03/24	03/07/2024	144476	441	MINUTEMAN PRESS OF TOMAH	#31417	1	05-52110-3400	.00	120.00	120.00
Total 144476:								.00		120.00
<b>144477</b>										
03/24	03/07/2024	144477	442	MISSISSIPPI WELDERS SUPPL	1727735	1	03-52300-3400	.00	11.60	11.60
03/24	03/07/2024	144477	442	MISSISSIPPI WELDERS SUPPL	500753	1	03-52300-3400	.00	103.55	103.55

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 144477:								.00		115.15
<b>144478</b>										
03/24	03/07/2024	144478	460	MONROE CO REGISTER OF DE	FILING FEE	1	08-57621-8200	.00	30.00	30.00
Total 144478:								.00		30.00
<b>144479</b>										
03/24	03/07/2024	144479	454	MONROE CO TREASURER	02.2024 CO	1	01-24300	.00	1,660.96	1,660.96
Total 144479:								.00		1,660.96
<b>144480</b>										
03/24	03/07/2024	144480	2117	PAUL SLOAN	2-22-24 LUN	1	01-52100-3400	.00	12.65	12.65
Total 144480:								.00		12.65
<b>144481</b>										
03/24	03/07/2024	144481	469	PENNY J. PRECOUR ATTORNE	MARCH 202	1	01-51300-2100	.00	2,700.00	2,700.00
Total 144481:								.00		2,700.00
<b>144482</b>										
03/24	03/07/2024	144482	2607	POINT C HEALTH	PCH851391	1	03-52300-1340	.00	12.75	12.75
03/24	03/07/2024	144482	2607	POINT C HEALTH	PCH851391	2	03-52300-1340	.00	12.75	12.75
03/24	03/07/2024	144482	2607	POINT C HEALTH	PCH851391	3	03-52300-1340	.00	12.75	12.75
03/24	03/07/2024	144482	2607	POINT C HEALTH	PCH851391	4	03-52300-1340	.00	12.75	12.75
03/24	03/07/2024	144482	2607	POINT C HEALTH	PCH851391	5	03-52300-1340	.00	12.75	12.75
03/24	03/07/2024	144482	2607	POINT C HEALTH	PCH851391	6	01-53100-1340	.00	12.75	12.75
03/24	03/07/2024	144482	2607	POINT C HEALTH	PCH851391	7	01-51200-1340	.00	12.75	12.75
03/24	03/07/2024	144482	2607	POINT C HEALTH	PCH851391	8	10-55110-1340	.00	12.75	12.75
03/24	03/07/2024	144482	2607	POINT C HEALTH	PCH851391	9	01-52100-1340	.00	12.75	12.75
03/24	03/07/2024	144482	2607	POINT C HEALTH	PCH851391	10	01-52100-1340	.00	12.75	12.75
03/24	03/07/2024	144482	2607	POINT C HEALTH	PCH851391	11	01-52100-1340	.00	12.75	12.75
03/24	03/07/2024	144482	2607	POINT C HEALTH	PCH851391	12	01-15620	.00	12.75	12.75
03/24	03/07/2024	144482	2607	POINT C HEALTH	PCH851391	13	12-55500-1340	.00	12.75	12.75
03/24	03/07/2024	144482	2607	POINT C HEALTH	PCH851391	14	01-51520-1340	.00	12.75	12.75
03/24	03/07/2024	144482	2607	POINT C HEALTH	PCH851391	15	01-15610	.00	12.75	12.75

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
03/24	03/07/2024	144482	2607	POINT C HEALTH	PCH851391	16	01-15610	.00	12.75	12.75
03/24	03/07/2024	144482	2607	POINT C HEALTH	PCH851391	17	01-52100-1340	.00	12.75	12.75
03/24	03/07/2024	144482	2607	POINT C HEALTH	PCH851391	18	01-52400-1340	.00	12.75	12.75
Total 144482:								.00		229.50
<b>144483</b>										
03/24	03/07/2024	144483	1390	PRECISE PLUMBING LLC	6752	1	01-51600-3400	.00	843.25	843.25
Total 144483:								.00		843.25
<b>144484</b>										
03/24	03/07/2024	144484	538	QUILL CORPORATION	37075563	1	03-52300-3400	.00	185.96	185.96
03/24	03/07/2024	144484	538	QUILL CORPORATION	37291662	1	03-52300-3100	.00	322.97	322.97
03/24	03/07/2024	144484	538	QUILL CORPORATION	37292041	1	03-52300-3400	.00	121.78	121.78
03/24	03/07/2024	144484	538	QUILL CORPORATION	37312894	1	03-52300-3400	.00	28.34	28.34
Total 144484:								.00		659.05
<b>144485</b>										
03/24	03/07/2024	144485	550	REINDERS INC	6045279-00	1	01-55200-3500	.00	585.39	585.39
Total 144485:								.00		585.39
<b>144486</b>										
03/24	03/07/2024	144486	555	RICK'S CERTIFIED AUTO OF TO	79724	1	01-52200-3500	.00	36.08	36.08
Total 144486:								.00		36.08
<b>144487</b>										
03/24	03/07/2024	144487	2603	ROBERT HELFRICH	OVERPAYM	1	01-23301	.00	177.00	177.00
Total 144487:								.00		177.00
<b>144488</b>										
03/24	03/07/2024	144488	599	STATE OF WISCONSIN-COURT	02.24 COUR	1	01-24240	.00	4,367.81	4,367.81
Total 144488:								.00		4,367.81

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
<b>144489</b>										
03/24	03/07/2024	144489	2414	STEVE JORGENSEN	03.22.24 MU	1	12-55500-3410	.00	100.00	100.00
Total 144489:								.00	100.00	100.00
<b>144490</b>										
03/24	03/07/2024	144490	603	STREICHERS INC	#1682540	1	01-52100-3400	.00	330.00	330.00
Total 144490:								.00	330.00	330.00
<b>144491</b>										
03/24	03/07/2024	144491	1732	TELEFLEX LLC	9508064059	1	03-52300-3402	.00	59.50	59.50
Total 144491:								.00	59.50	59.50
<b>144492</b>										
03/24	03/07/2024	144492	658	TOMAH WATER & SEWER UTILI	3330.00 2-24	1	01-52100-2220	.00	211.77	211.77
Total 144492:								.00	211.77	211.77
<b>144493</b>										
03/24	03/07/2024	144493	660	TOMAH WELDING & STEEL SUP	22595	1	01-51600-3500	.00	38.00	38.00
Total 144493:								.00	38.00	38.00
<b>144494</b>										
03/24	03/07/2024	144494	2366	Tower MRL LLC	995807	1	08-57140-8200	.00	9,750.00	9,750.00
Total 144494:								.00	9,750.00	9,750.00
<b>144495</b>										
03/24	03/07/2024	144495	672	TRI-STATE BUSINESS MACHINE	594769	1	01-51200-2900	.00	23.00	23.00
Total 144495:								.00	23.00	23.00
<b>144496</b>										
03/24	03/07/2024	144496	676	ULINE INC	14988925	1	01-52200-3400	.00	159.41	159.41

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 144496:								.00		159.41
<b>144497</b>										
03/24	03/07/2024	144497	1828	UNITED HEALTHCARE	REFUND	1	03-13100	.00	1,308.09	1,308.09
Total 144497:								.00		1,308.09
<b>144498</b>										
03/24	03/07/2024	144498	2315	VANDEWALLE & ASSOCIATES	202401024	1	01-56900-2100	.00	3,125.00	3,125.00
03/24	03/07/2024	144498	2315	VANDEWALLE & ASSOCIATES	202401024	2	06-56700-2100	.00	300.00	300.00
03/24	03/07/2024	144498	2315	VANDEWALLE & ASSOCIATES	202401024	3	06-56700-2100	.00	1,015.00	1,015.00
03/24	03/07/2024	144498	2315	VANDEWALLE & ASSOCIATES	202401024	4	17-56700-2100	.00	177.50	177.50
03/24	03/07/2024	144498	2315	VANDEWALLE & ASSOCIATES	202401024	5	14-56700-2100	.00	177.50	177.50
03/24	03/07/2024	144498	2315	VANDEWALLE & ASSOCIATES	202401024	6	20-56700-2100	.00	177.50	177.50
03/24	03/07/2024	144498	2315	VANDEWALLE & ASSOCIATES	202401024	7	18-56700-2100	.00	177.50	177.50
03/24	03/07/2024	144498	2315	VANDEWALLE & ASSOCIATES	202402006	1	01-56900-2100	.00	650.00	650.00
03/24	03/07/2024	144498	2315	VANDEWALLE & ASSOCIATES	202402006	2	06-56700-2100	.00	300.00	300.00
03/24	03/07/2024	144498	2315	VANDEWALLE & ASSOCIATES	202402006	3	06-56700-2100	.00	940.00	940.00
03/24	03/07/2024	144498	2315	VANDEWALLE & ASSOCIATES	202402006	4	17-56700-2100	.00	633.12	633.12
03/24	03/07/2024	144498	2315	VANDEWALLE & ASSOCIATES	202402006	5	14-56700-2100	.00	633.12	633.12
03/24	03/07/2024	144498	2315	VANDEWALLE & ASSOCIATES	202402006	6	20-56700-2100	.00	633.13	633.13
03/24	03/07/2024	144498	2315	VANDEWALLE & ASSOCIATES	202402006	7	18-56700-2100	.00	633.13	633.13
Total 144498:								.00		9,572.50
<b>144499</b>										
03/24	03/07/2024	144499	728	WESTERN TECHNICAL COLLEG	IN14057	1	01-52200-3350	.00	164.95	164.95
Total 144499:								.00		164.95
<b>144500</b>										
03/24	03/07/2024	144500	2599	WINONA CONTROLS	22879	1	08-57220-8200	.00	321.42	321.42
Total 144500:								.00		321.42
Grand Totals:								.00		4,023,759.85

M = Manual Check, V = Void Check

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

Murray, Mike

City Council: \_\_\_\_\_

Glynn, John

\_\_\_\_\_

Pater, Nellie

\_\_\_\_\_

Peterson, Dean

\_\_\_\_\_

Kiefer, Lamont

\_\_\_\_\_

Scholze, Travis

\_\_\_\_\_

Hart, Nicole

\_\_\_\_\_

Yarrington, Richard

\_\_\_\_\_

Zabinski, Shawn



## STAFF COMMITTEE PREPARATION REPORT

### Agenda Item:

Request for approval of lease agreement between the City of Tomah and the Tomah Public Housing authority at 107 E. Milwaukee St., and update of lease agreement for Anthony L. Damico at 109 E. Milwaukee St.

### Summary and Background Information:

(Appropriate Documentation Attached)

### Fiscal Impact:

Revenue of \$750.00 per month for 107 E. Milwaukee St. and \$690.00 per month for 109 E. Milwaukee St.

*Pam Buchda*

Pam Buchda, Senior and Disabled Services Center Director

Date 03/13/2024

Committee: Committee of the Whole and Common Council

Meeting Date(s): March 18 and 19, 2024

## LEASE AGREEMENT

**THIS INDENTURE OF LEASE**, by and between **CITY OF TOMAH**, a Municipal Corporation, hereinafter called **LESSOR**, and **TOMAH PUBLIC HOUSING AUTHORITY**, hereinafter collectively called **LESSEE**.

**WITNESSETH:**

The **LESSOR** does hereby lease, demise, and let to the **LESSEE** the premises currently located 107 E Milwaukee Street in the City of Tomah, Monroe County, Wisconsin upon the following terms and conditions:

**TERM:** This Lease shall be for a term commencing on the 1<sup>st</sup> day of January, 2024 to and including the 1<sup>st</sup> day of June, 2024. This Lease shall automatically renew itself on the same terms and conditions, excepting the rental rate, for an additional period of one (1) year provided neither **LESSEE** or **LESSOR** give the other party notice in writing that the Lease shall not renew itself at least sixty (60) days prior to the end of the term of the Lease. In the event of renewal, the rental rate shall be renegotiated between the parties. If the parties are unable to agree on the rental rate, the Lease shall be terminated.

**RENT:** The **LESSEE** agrees to pay to **LESSOR** the rental payment on the 1<sup>st</sup> day of each month commencing on January 1, 2024. The monthly rental payment shall be \$750.00 per month. The monthly rental payments shall be made payable to the City of Tomah delivered to the Senior & Disabled Services Director.

**SECURITY DEPOSIT:** **LESSEE** shall pay \$750.00 as and for a security deposit. Said amount shall be paid to **LESSOR** prior to occupancy.

**REPAIRS:** **LESSOR** shall at their own expense make any repairs required to be made to the exterior of the premises. **LESSEE** shall pay at its own expense the cost of all repairs which have a cost of \$50.00 or less to the interior of the premises, including repair of all fixtures and equipment, including heating and air conditioning equipment located thereon. **LESSOR** shall pay for all interior repairs having a cost in excess of \$50.00.

**USE:** The demised premises shall be used by **LESSEE** for the purpose of conducting business and services customarily offered by the Tomah Housing Authority.

### OBLIGATIONS OF LESSOR

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

2. **INSURANCE:** The **LESSOR** shall provide, at their own expense, insurance for fire

and extended coverage covering the demised premises and any personal property owned by LESSOR located therein, however, LESSOR shall not be responsible for carrying insurance for breakage of glass or window breakage.

**3. DESTRUCTION OF PREMISES:** The LESSOR agrees that in the event the demised premises are so damaged by fire or other casualty, and are therefore rendered unfit for use and occupancy thereof, whereby and if the LESSOR does not restore the premises to a tenantable condition equal to the original tenantable condition of the premises within a period of ninety (90) days, the LESSEE shall have the option to either terminate the Lease or to make such restoration repairs himself charging the cost thereof against future rent or shall have the right to rent the premises at a reduced rate proportionate to the amount of the percentage of the use available to the LESSEE. During the period of such restoration and repair, the rental shall abate proportionately to the use that LESSEE is able to make of the demised premises.

**OBLIGATIONS OF LESSEE**

**1. UTILITIES:** Utilities of gas, electricity, water and sewer are included in the monthly rent and shall be provided by LESSOR. The LESSEE shall pay for the telephone used by the LESSEE during the term of this Lease or any extension thereof.

**2. INSURANCE:** LESSEE shall, at their own expense, provide insurance for the protection of their property which is located on the premises and for carrying insurance for liability claims which may arise from LESSEE's negligence.

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

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

claims or obligations resulting from any injuries or losses of this nature and from any business interruption losses sustained by LESSEE from any cause whatsoever.

5. **COMPLIANCE:** LESSEE shall comply with all state and local laws, regulations and ordinances and LESSEE shall further be responsible for the removal of snow from the sidewalk in front of said premises. LESSEE shall also comply with all recommendations or requests of the Tomah Fire Department. LESSEE shall not allow any waste or nuisance on the premises.

6. **REMODELING OR REDECORATING:** It is agreed by the parties hereto that the LESSEE may, with the written consent of LESSOR, remodel or redecorate the premises at their own expense during the term of this Lease with the written consent of LESSOR. LESSOR's consent shall not be unreasonably withheld or delayed.

7. **CARE OF PREMISES:** LESSEE agrees to keep the premises under good repair and reasonably clean at their own expense. The LESSOR shall have the right to inspect the premises at all reasonable times with at least twenty-four (24) hours prior notice, except in the case of emergency in which event no notice shall be necessary.

**GENERAL PROVISIONS**

1. **REMOVAL OF FIXTURES:** Upon the termination of this Lease or any renewal thereof, the LESSEE may remove any fixtures owned by them and placed upon the premises by them other than fixtures installed to replace those presently in the premises, provided, however, that they leave the premises in the same condition of repair and as tenantable as they were at the making of this Lease, ordinary wear and tear and damage by the elements excepted, and prior to the addition of such fixtures. All other improvements made to the premises, by remodeling or otherwise, shall become the property of the landlord at the expiration of the Lease without the reimbursement to the LESSEE.

2. **ABANDONMENT OF PREMISES:** If LESSEE shall abandon or vacate the premises, LESSOR may relet the premises for such rent and upon such terms as LESSOR may see fit.

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

4. **SUBLETTING:** LESSEE may not assign or sublet this Lease without the written consent of the LESSOR, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, LESSEE shall have the right to assign the Lease or to sublet the

premises or any part thereof with the LESSOR's consent to any parent, subsidiary, affiliate or controlled corporation or to any corporation into which LESSEE may be converted or with it may merge.

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

6. **DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES:** LESSOR represents that the premises are in fit condition for use by LESSEE. Acceptance of the premises by LESSEE shall be construed as recognition that the premises are in a good state of repair and in sanitary condition. LESSEE shall surrender the premises at the end of the Lease term, or any renewal thereof, in the same condition as when LESSEE took possession, allowing the reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery LESSEE shall remove all business signs placed on the premises by LESSEE and restore the premises to the same condition as when received.

7. **NOTICE:** Any notice required or authorized to be given hereunder may be made by registered or certified mail addressed to LESSOR at 819 Superior Avenue, Tomah, Wisconsin, or addressed to LESSEE at 107 E Milwaukee Street, Tomah, Wisconsin 54660. Either of said parties may change the mailing address for such notice by advising the other party of such new address by registered or certified mail.

8. **LIABILITY OF LESSOR:** LESSEE shall be in exclusive control and possession of the demised premises, and LESSOR shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of LESSEE. The provisions herein permitting LESSOR to enter and inspect the demised premises are made to insure that LESSEE is in compliance with the terms and conditions hereof and makes repairs that LESSEE has failed to make. LESSOR shall not be liable to LESSEE for any entry on the premises for inspection purposes. Nothing herein, however, shall be construed to relieve LESSOR of liability for the negligent or otherwise tortious acts or omissions of LESSOR.

9. **ACCESS TO PREMISES; SIGNS POSTED BY LESSOR:** LESSEE shall permit LESSOR or its agents to enter the demised premises at all reasonable hours, upon at least twenty-four (24) hours prior notice, to inspect the premises or make repairs that LESSEE may neglect or refuse to make in accordance with the provisions of this Lease, and also to show the premises to prospective renter or buyers.

10. **RESTRICTION ON USE:** LESSEE shall not use the premises in any manner that would increase risk covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of LESSEE's business purposes. LESSEE shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of insurers applicable to the premises necessary to keep in force the fire and liability insurance.



**11. SIGNS, AWNINGS, MARQUEES INSTALLED BY LESSEE:** LESSEE shall not construct or place any signs, awnings, marquees, or other structures projecting from the exterior of the premises without the written consent of LESSOR, which consent shall not be unreasonably withheld. LESSEE shall remove signs, displays, advertisements or decorations it has placed on the premises that, in the reasonable opinion of LESSOR, they are such signs, displacements, advertisements or decorations within ten (10) days after receiving written notice from LESSOR to remove them. LESSOR reserves the right to enter the premises and remove the said items at the expense of LESSEE.

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

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

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

**CITY OF TOMAH:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Murray, Mayor (SEAL)

Dated: \_\_\_\_\_

*Rebecca Weyer*  
\_\_\_\_\_  
Rebecca Weyer, Clerk (SEAL)

**TOMAH PUBLIC HOUSING AUTHORITY**

Dated: 03/06/24

*Carmelia Nilssen*  
\_\_\_\_\_  
Carmelia Nilssen, Director (SEAL)



### LEASE MODIFICATION AGREEMENT

This Agreement between CITY OF TOMAH's SENIOR & DISABLED SERVICES DEPARTMENT (Management/Owner), referred to as "Lessor" and ANTHONY L. DAMICO, referred to as "Lessee".

#### RECITALS

The parties recite and declare:

- A. The parties to this Agreement have entered into a Dwelling Lease dated November 4, 2021 affecting property described 109 E. Milwaukee Street, Tomah, Wisconsin 54660. A copy of said lease is attached hereto.
- B. The parties desire to enter into a new agreement modifying or supplementing the provisions of the Lease.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

- 1. Commencing February 1, 2024, the rental rate shall be \$690.00 per month.
- 2. Lessee shall direct all required notifications associated with the premises to the Director of the Senior & Disabled Services Department or her/his designee and not the Tomah Public Housing Authority.
- 3. Except as otherwise amended hereby, all of the terms and conditions of the Lease, as amended hereby, shall remain in full force and effect, and Lessor and Lessee hereby ratify and confirm the Lease as amended hereby.


#### LESSOR:

DATED: 3-7-2024

By:   
Pamela Buchda  
Senior & Disabled Services Director

#### LESSEE:

DATED: 3-7-24

  
Anthony L. Damico

City of Tomah – Senior & Disabled Services Department  
 Mailing Address: Kupper Ratsch Senior Center – 1002 Superior Ave., Tomah WI 54660  
 (608) 374-7476, Fax (608) 374-7462

**109 E MILWAUKEE ST - DWELLING LEASE**

1. IDENTIFICATION OF THE PARTIES AND PREMISES

- A. The City of Tomah's Senior & Disabled Services Department (Management/Owner) does hereby lease to: Anthony L. Damico hereafter referred to as Tenant the premises located at: 109 E. Milwaukee St, Tomah, Wisconsin 54660.
- B. The premises are for the exclusive use and occupancy of Tenant, must be Tenant's principal residence, and are to be occupied only by Tenant and the following named household members: Ø
- (and no others)
- C. Tenant agrees that no other person has permission to live in the premises without written approval from Senior & Disabled Services Department Director or designee, and that stays by overnight guests are limited by Section 7.C. of this lease.
- D. All adult household members shall sign the lease agreement.

2. TERM AND RENEWAL

The initial term of this lease is 6 months beginning on Nov. 4, 2021 and ending on May 31, 2022. After the initial term ends, rent will be month to month, unless otherwise negotiated.

3. RENT PAYMENTS

- A. Amount and Due Date of Partial Rental Payment at Initial Occupancy: If the first day of occupancy is other than the first day of the month, Tenant shall pay rent of \$613.29 in advance of the first day of occupancy.
- B. Amount and Due Date of Rental Payments: Tenant shall pay \$681.00 rent on or before the first day of each month beginning December 2021. This rent shall remain the same unless notice is given in accordance with the provisions of Section 10 and shall be given 60 days prior to the end of lease term defined in Section 2.
- C. Tenant shall make rent payment on or before the first day of the month at the Senior Center office, 1002 Superior Ave., Tomah WI or by mail to City of Tomah's Senior & Disabled Services Department, Kupper Ratsch Senior Center, 1002 Superior Avenue, Tomah, WI 54660 payable to the City of Tomah Kupper-Ratsch Senior Center.
- D. Fees and charges:
1. A \$25 late payment charge to cover administrative expenses shall be due for rent payments not received by the City of Tomah's Senior & Disabled Services Department by the fifth (5<sup>th</sup>) day of the month. Such late payment charges are due and payable fourteen (14) calendar days after the billing date. City of Tomah's Senior & Disabled Services Department shall inform Tenant of the charge and billing date in writing.
  2. A \$10 NSF check fee will be charged on any check that is not honored for payment by bank.

4. SECURITY DEPOSIT

- A. Tenant shall pay a security deposit of \$681.00 by money order or check on or before taking possession of the premises. If Tenant cannot pay the full amount before taking possession of the premises, Tenant and City of Tomah's Senior & Disabled Services Department may enter into a payment arrangement for the remaining amount. Failure to comply with the terms of the payment arrangement is a serious violation of this lease and is grounds for the City's Senior & Disabled Services Department to terminate the lease.
- B. Tenant shall leave the premises in as clean of a condition as when tenancy commenced, excepting ordinary wear and tear, and shall return all keys to office at the Kupper Ratsch Senior Center upon vacating. Owner shall refund the security deposit to Tenant after Tenant vacates, less any unpaid rent, and less the cost of repairing any damage, waste or neglect of the premises for which Tenant is legally responsible. In addition to the standard security deposit deductions allowable under Wis. Stats. Sec. 704.28, Owner may deduct from the security deposit as provided in the attached Nonstandard Rental Provisions which are incorporated into this lease.
- C. Within twenty-one (21) calendar days after the termination of the tenancy or restoration of premises to City of Tomah's Senior & Disabled Services Department, whichever is later, Owner shall return either:
- (1) The full security deposit; or
  - (2) A written itemized statement showing the specific reason or reasons for the withholding of the deposit or any portion of the deposit, applicable receipts and estimates including the necessary hours and the wage rates for the work done or to be done.
- D. Return of the security deposit or portion thereof will be made in person or by mail. If a forwarding address is not provided to City of Tomah's Senior & Disabled Services Department, mail will be sent to Tenant's last known address. Owner shall not be held responsible for the inability of the Post Office to complete delivery of a first class letter.
- E. The security deposit shall not be used to pay rent or other charges while Tenant is in occupancy.

5. **UTILITIES & APPLIANCES**

A. The parties to this lease agree to furnish utilities & appliances as follows:

Type of Utility	Tenant Paid Utilities	Rent Includes Owner Pays for	Utility Company
Heat		X	WE Energies 1-800-242-9137
Lights/Electricity		X	Alliant 1-800-862-6222
Cooking		X	Alliant 1-800-862-6222
Water		X	
Sewer		X	
Telephone	X		
Cable TV	X		
Type of Appliance	Tenant Provided Appliances	Owner Provides	In unit at start of initial lease term
Refrigerator	X, except current refrigerator left by former tenant		
Stove	X, except current stove left by former tenant		
Washer	X		
Dryer	X		
Air Conditioner	X		
Freezer	X		
Dishwasher	Not Allowed in Rental Unit		

- B. Tenant agrees to pay utility deposits as may be required by the utility company to retain or maintain service. If Tenant is responsible for paying utilities, Tenant shall have the utility account and billing records in his or her name, unless a different arrangement has been agreed to with City of Tomah's Senior & Disabled Services Department in writing.
- C. If Owner furnishes utilities, Tenant maybe charged a fee for increased utility consumption due to additional Tenant-owned appliances. Tenant-owned property are not the property of Owner and will not be maintained or serviced by Owner.
- D. Tenant agrees not to waste or use an excessive amount of Owner-provided utilities.
- E. Owner is not responsible for failure to furnish utilities by reason or cause beyond its control.
- F. Tenant must furnish sufficient heat to the dwelling unit to prevent freezing of piped water. If for any reason Tenant is unable to maintain sufficient heat, Tenant shall immediately notify City of Tomah's Senior & Disabled Services Department. Tenant agrees to pay for any damages caused by Tenant's failure to maintain sufficient heat.
- G. Termination of utility service due to nonpayment by Tenant is a serious violation of this lease and is grounds for City of Tomah's Senior & Disabled Services Department to terminate the lease.

6. **OWNER RESPONSIBILITIES.** Owner & City of Tomah's Senior & Disabled Services Department agrees:

- A. To maintain in good and safe working order and condition: all electrical, plumbing, heating, ventilating, sanitary, and other facilities and appliances supplied or required to be supplied by Owner to Tenant.
- B. To maintain Tenant's dwelling unit and building facilities and common areas (not otherwise assigned to Tenant for maintenance and upkeep,) in a decent, safe, and sanitary condition.
- C. To comply with requirements of applicable building, health, fire and housing codes, and regulations materially affecting health, safety and property.
- D. To provide maintenance, replacement, and repair for normal wear and tear to Tenant's premises free of charge. To keep in City of Tomah's Senior & Disabled Services Department' office and/or TPHAs office a current list of average charges for typical services, repairs and replacements where damage is more than normal wear and tear. Labor charges are higher for work performed on evenings, holidays and weekends.
- E.. To keep in City of Tomah's Senior & Disabled Services Department Office copies of all rules, regulations, schedules and other documents referenced in this lease, and to make these available to Tenant.
- F. In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants:
  - (1) Tenant shall immediately notify City of Tomah's Senior & Disabled Services Department management of the damage;
  - (2) City of Tomah's Senior & Disabled Services Department shall be responsible for repair of the unit within a reasonable time: provided, that if the damage was caused by Tenant, Tenant's household, guests, or other persons under Tenant's control, the reasonable cost of the repairs will be charged to Tenant;
  - (3) If repair cannot be completed in a reasonable time, City of Tomah's Senior & Disabled Services Department will offer temporary alternative accommodations;
  - (4) If City of Tomah's Senior & Disabled Services Department does not repair or offer alternative accommodations as required above, and it was within City of Tomah's Senior & Disabled Services Department's ability to correct the defect or obtain the correction thereof, then Tenant's rent will abate during the entire period of the existence of such defect while residing in the unrepaired dwelling; however,
  - (5) Rent will not abate if Tenant failed to promptly report the defect to City of Tomah's Senior & Disabled Services Department, if Tenant rejects reasonable alternative temporary accommodations, or if the damage was caused by Tenant, Tenant's household, Tenant's guests, or other persons under Tenant's control.



- G. To provide and maintain adequate containers and facilities for garbage, trash, recyclables and other waste removed from the premises by Tenant, except containers for the exclusive use of an individual Tenant family.
- H. When provided or controlled by Owner, to supply running water and reasonable amounts of hot water and heat at appropriate times of the year.
- I. To inspect the premises at lease start date and provide Tenant a copy of a written statement describing the condition of the premises, its equipment and appliances. Tenant shall be instructed to report in writing any additional conditions of the premises, its equipment and appliances within seven (7) calendar days after lease start date.
- J. To inspect the premises when Tenant moves out, and to give Tenant a written statement of charges, if any, for repairs. Tenant may be present during this inspection.
- K. To allow Tenant to inspect Tenant's file with reasonable advance notice.
- L. To notify Tenant of the specific grounds for Owner/ City of Tomah's Senior & Disabled Services Department adverse actions including, but not limited to: a proposed lease termination, transfer to another unit, and imposition of charges for increased consumption of utilities or maintenance and repair beyond normal wear and tear.
7. TENANT RESPONSIBILITIES. Tenant agrees:
- A. Not to assign or sublease the dwelling unit. Not to take in boarders or lodgers. To use the premises solely as a private dwelling for Tenant and Tenant's household members as identified in Section 1.B. and not to use or permit its use for any other purpose.
- B. The entire household is not allowed to be absent from the unit for more than ninety (90) consecutive days. If the entire household will be absent from the unit for more than thirty (30) consecutive days, Tenant shall notify City of Tomah's Senior & Disabled Services Department in writing.
- C. Tenant's guests are not allowed to reside in the premises for more than seven (7) consecutive days or a total of twenty-one (21) cumulative calendar days during any 12 month period unless Tenant has received prior written permission from City of Tomah's Senior & Disabled Services Department. "Guest" means a person temporarily staying in the leased unit with consent of a household member. No one other than Tenant and Tenant's household members as identified in Section 1.B. can use the Tenant's mailing address.
- D. To abide by necessary and reasonable regulations promulgated by City of Tomah's Senior & Disabled Services Department for the benefit and well-being of the property and the tenants which shall be kept in the City of Tomah's Senior & Disabled Services Department office and are hereby incorporated by reference in the lease, such as the House Rules.
- E. To act and cause household members or guests to act in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining City of Tomah's Senior & Disabled Services Department property in a safe and sanitary condition.
- F. To refrain from using the premises or any other City of Tomah's Senior & Disabled Services Department property for unlawful or other activity which impairs the physical or social environment of the neighborhood.
- G. To assure that Tenant, any member of Tenant's household, other persons under Tenant's control and guests, do not engage in:
- (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the property by other residents, guests, visitors, employees, or contractors.
  - (2) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the residences of persons in the immediate vicinity of the premises.
  - (3) Any drug-related criminal activity on or off the premises.
  - (4) Any drug-related civil-offense activity on or off the premises.
- I. To assure that no member of the household:
- (1) Engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents, guests, visitors, employees, or contractors.
  - (2) Engages in the illegal use of a drug or a pattern of illegal use of a drug that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents, guests, visitors, employees, or contractors.
  - (3) Furnishes to City of Tomah's Senior & Disabled Services Department false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
  - (4). Engages in or threatens violent or abusive behavior toward other residents, guests, visitors, personnel or contractors.
- Abusive or violent behavior towards other residents, guests, visitors, personnel or contractors includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.*
- Threatening refers to oral or written threats, physical gestures, or other conduct that communicates intent to abuse or commit violence, or which causes a reasonable person under the same circumstances to suffer emotional distress, or to fear bodily harm to himself or herself or a member of his or her family or household.*
- J. To comply with requirements of applicable building codes, zoning codes, housing codes, health codes, fire codes, and regulations affecting health, safety and property, and to comply with federal, state, and local laws that impose obligations in connection with the occupancy or use of premises.

K. To comply with the non-standard lease provisions which are attached hereto and incorporated into this lease.

L. Maintenance, Housekeeping and Damage. Tenant Agrees:

- (1) To maintain in safe and sanitary condition the dwelling unit and any other areas assigned to Tenant for Tenant's exclusive use; to dispose of all garbage, rubbish, recyclables and other waste from the premises in a sanitary and safe manner.
- (2) To refrain from, and cause household members, guests and visitors to refrain from destroying, defacing, damaging or removing any part of the premises, or any other City of Tomah's Senior & Disabled Services Department property and facilities.
- (3) Not to alter or redecorate the premises, or any building or grounds without prior written consent of City of Tomah's Senior & Disabled Services Department, including painting or attaching floor or wall coverings with adhesive or other permanent means. Tenant is prohibited from adding or changing locks; replacing or removing Owner's appliances; installing dishwashers, wallpaper, adhesive stickers, or contact paper; attaching awnings, antennas, satellite dishes, or aerials; and attaching or placing any signs or placards on the buildings, property areas or property grounds.
- (4) To notify City of Tomah's Senior & Disabled Services Department as soon as is practical of any needed maintenance or repairs or need for extermination of insects, rodents or other pests within the leased premises or any unsafe conditions on the premises or grounds. Tenant shall notify ~~TPHA~~ <sup>City of Tomah's Senior & Disabled Services Dept.</sup> immediately if damage creates conditions that are hazardous to life, health or safety. Tenant failure to promptly report needed maintenance, repairs, or need for extermination, when such failure causes damage to Owner property, will be considered a serious violation of the lease. Such damage is beyond normal wear and tear and may result in charges to Tenant.
- (5) To allow entry to exterminators and to properly prepare the premises for extermination treatment as required by City of Tomah's Senior & Disabled Services Department.
- (6) To use in a reasonable manner all electrical, plumbing, heating, sanitary, ventilating, air conditioning, elevators and other facilities and equipment; to refrain from excessive use of utilities. Tenant is prohibited from allowing nonresidents to use laundry or storage facilities.

M. Charges and Fees. The charges listed below are due and payable fourteen (14) calendar days after the billing date. Tenant agrees to pay reasonable charges assessed against Tenant for:

- (1) The cost of repair of damages (other than normal wear and tear) to the leased premises or any other City of Tomah's Senior & Disabled Services Department property, (which may include dwelling unit, buildings, facilities, or common areas) caused by Tenant, Tenant's household members, guests or other persons under the Tenant's control.
- (2) Maintenance fees including the cost of any maintenance tasks performed by City of Tomah's Senior & Disabled Services Department which Tenant agreed to provide but failed to perform.
- (3) The cost of pest extermination where infestation is caused by the action or inaction of Tenant or household members, and any costs due to improper preparation of the unit for extermination treatment or improper refusal of entry to exterminator.

8. ENTRY INTO DWELLING UNIT

- A. Tenant agrees that an authorized representative of City of Tomah's Senior & Disabled Services Department will be permitted to enter Tenant's premises to examine its condition, to make improvements or repairs, or to show the premises for re-leasing.
- B. The City of Tomah's Senior & Disabled Services Department representative may enter only during reasonable hours either with Tenant's permission, or after at least forty-eight (48) hours notice in writing of the date and purpose; provided, however, that City of Tomah's Senior & Disabled Services Department shall have the right to enter the premises without prior notice if City of Tomah's Senior & Disabled Services Department reasonably believes entry is necessary to preserve or protect the premises from damage or if City of Tomah's Senior & Disabled Services Department reasonably believes an emergency exists involving threats to health or safety of persons or property. Tenant's requests for maintenance shall be considered permission for a City of Tomah's Senior & Disabled Services Department representative to enter without further notice and perform such maintenance.
- C. In the event that Tenant and all adult household members are absent from the premises at the time of entry, City of Tomah's Senior & Disabled Services Department will, prior to leaving the premises, leave a written statement on the premises specifying the date, time and purpose of such entry.

9. PHYSICAL INSPECTIONS

City of Tomah's Senior & Disabled Services Department will inspect rental unit at least annually to ensure that that Tenant is maintaining the unit in a safe and sanitary condition that meets City of Tomah's Senior & Disabled Services Department housekeeping & health and safety standards. Work orders will be submitted and completed to correct any deficiencies noted during an inspection. Residents are required to report needed repairs in a timely manner.

Generally, housekeeping will be evaluated during the annual physical inspection. Special follow-up inspections may be scheduled by City of Tomah's Senior & Disabled Services Department to address deficiencies in housekeeping. City of Tomah's Senior & Disabled Services Department reserves the right to document any and all inspections by taking pictures of observed deficiencies. Failure to pass any inspection is a serious lease violation and is grounds for Owner to terminate the lease.

10. LEGAL NOTICES

Any notice required to be given to Tenant under this lease shall be sufficient if delivered in writing to Tenant personally or to a household member of age fourteen (14) or over residing in the premises, or if sent by prepaid first class mail properly addressed to Tenant. Any notice required to be given to Owner under this lease shall be sufficient if delivered in writing to a City of Tomah's Senior & Disabled Services Department employee at City of Tomah's Senior & Disabled Services Department Office or if sent by prepaid first class mail, properly addressed to City of Tomah's Senior & Disabled Services Department, Kupper Ratsch Senior Center, 1002 Superior Ave., Tomah WI 54660.

11. TERMINATION OF LEASE

- A. This lease may be terminated by Tenant at any time by giving sixty (60) calendar days written notice in the manner provided in Section 10 above. The termination will be effective on the last day of the second (2<sup>nd</sup>) full month following notice.
- B. Owner/ City of Tomah's Senior & Disabled Services Department may terminate this lease for serious or repeated violations of terms of this lease, including but not limited to: failure to make payment due under this lease or to fulfill material tenant obligations; or for other good cause. Other good cause includes, but is not limited to, discovery after admission of facts that make Tenant ineligible, and discovery of material false statements. Owner/ City of Tomah's Senior & Disabled Services Department may terminate this lease at any time in accordance with state law.
- C. Owner/ City of Tomah's Senior & Disabled Services Department may terminate tenancy if the Tenant fails to accept Owner/ City of Tomah's Senior & Disabled Services Department's offer of a revision of the existing lease assuming a minimum of a sixty (60) day notice of the revision.
- D. If the dwelling unit is damaged by fire or other casualty so as to be uninhabitable for any period, the lease shall automatically terminate and Tenant must either accept alternative accommodations and enter into a new lease or vacate the premise.
- E. Owner/ City of Tomah's Senior & Disabled Services Department shall give not less than fourteen (14) calendar days written notice of termination of this lease.
- F. Notification of termination of Tenant's occupancy by Owner/ City of Tomah's Senior & Disabled Services Department shall state the reasons for the termination, inform Tenant of Tenant's right to make such reply as Tenant may wish and the right to inspect any Owner/ City of Tomah's Senior & Disabled Services Department documents directly relevant to the termination or eviction.

12. WAIVERS

This lease includes a statement of rights and remedies held by Owner/ City of Tomah's Senior & Disabled Services Department. However, additional rights and remedies exist by law. This lease does not limit Owner/ City of Tomah's Senior & Disabled Services Department's recourse to those rights and remedies. Owner/ City of Tomah's Senior & Disabled Services Department does not give up its right to enforce this lease even if Owner/ City of Tomah's Senior & Disabled Services Department does not take action to enforce the lease at every possible opportunity. If Tenant violates a condition of this lease at any time, Owner/ City of Tomah's Senior & Disabled Services Department may take action as provided in this lease and under law.

13. RECEIPT OF DOCUMENTS

In signing this lease, Tenant acknowledges that Tenant has received copies of this lease, the House Rules, and the Non-Standard Rental Provisions attached hereto.

14. MODIFICATION OF THE LEASE

This lease, together with the House Rules, the Non-Standard Lease Provisions attached hereto, and any future adjustments of rent or dwelling unit, evidences the entire agreement between Owner and Tenant. The lease may be modified at any time by written agreement of the Tenant and Owner.

City of Tomah's Senior & Disabled Services -Management  
Tomah, Wisconsin

By: [Signature] 11-4-21  
Resident: \_\_\_\_\_ Date: \_\_\_\_\_

By: [Signature] 11/4/2021  
Name: Pam Buchda Date: \_\_\_\_\_  
Title: Senior & Disabled Services Director

By: \_\_\_\_\_  
Resident: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_  
Resident: \_\_\_\_\_ Date: \_\_\_\_\_



City of Tomah – Senior & Disabled Services Department  
Kupper Ratsch Senior Center – 1002 Superior Ave., Tomah WI 54660  
(608) 374-7476, Fax (608) 374-7462

**109 E MILWAUKEE ST - DWELLING LEASE**

**NON-STANDARD RENTAL PROVISIONS FOR 109 E Milwaukee St: Tenant(s) Agrees:**

AD 1.

**Security Deposits.** In addition to the standard security deposit deductions allowable under Wis. Stats § 704.28, Owner may deduct the following items if not paid at the end of your lease term: late fees, unpaid bounced-check/non-sufficient fund (NSF) fees, increased utility consumption fees, unpaid maintenance fees, balance of repayment agreements, and the full cost of replacing keys, locks if keys are not returned to City of Tomah's Senior & Disabled Services Department.

AD 2.

**Repayment Agreement.** If Owner/ City of Tomah's Senior & Disabled Services Department enters into a repayment agreement with tenant, tenant is required to comply with the terms of that agreement. Tenant's failure to comply with such an agreement is grounds for Owner to terminate the lease. Owner/ City of Tomah's Senior & Disabled Services Department is not required to enter a repayment agreement, but may choose to.

AD 3.

**Parking.** Tenant is required to comply with City Parking/Vehicle ordinances: Cars shall be parked only in designated parking areas. No major car repairs shall be allowed to take place in the parking lot. Disabled cars, trucks, etc. shall not remain in the parking lot more than three (3) days without the written approval of the Owner. Unlicensed vehicle(s) are not permitted in parking lot at any time.

AD 4.

**Smoke Alarms.** Owner has installed smoke alarms in Tenant's unit. Tenant understands and agrees that:

- a. The smoke alarm is a warning system of potential danger activated by an atmosphere having smoke-like qualities. The Tenant shall not attempt readjustment of smoke detector; shall not in any way physically modify any part of the said system and shall not create a condition or situation which will prevent said system from properly functioning.
- b. Tenant understands and agrees that Tenant must give City of Tomah's Senior & Disabled Services Department written notice that a smoke alarm is not functional, or that it has been removed. Upon notification, TPHA shall repair or replace the nonfunctional detector as soon as reasonably possible. Calling in a work order will count as written notice.
- c. No person may remove batteries from, tamper with, remove, destroy, or disconnect an installed smoke alarm.

AD 5.

**Alcohol.** Alcohol consumption in common areas of the building and exterior grounds of Owner property is strictly prohibited. Tenant, household members, guests and visitors may not consume alcoholic beverages in the common areas and exterior grounds of Owner property.

AD 6.

**Visitors and Guests.** Tenant shall not give or lend any keys assigned to the Tenant for Tenant's exclusive use to any other person without prior written consent of City of Tomah's Senior & Disabled Services Department. Tenant shall not permit unauthorized person(s) to enter into the building.

AD 7.

**Maintenance request.** Tenant agrees that a request for maintenance gives permission for a City of Tomah's Senior & Disabled Services Department representative to enter tenant's unit to perform such maintenance during reasonable hours, without further notice.

To reach City of Tomah's Senior & Disabled Services Department staff, please use the following telephone numbers.  
OFFICE HOURS: Monday through Friday 8:30 A.M. to 4:30 P.M. Office Number: 608-374-7476  
EMERGENCY NUMBERS (Use when the Office is closed: After Office Hours): Pam Buchda - Cell phone 608-343-7574

AD 8.

**Notice of Domestic Abuse Protections per WI State Statutes:**

- (1) As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:
  - (a) A person who was not the tenant's invited guest.
  - (b) A person who was the tenant's invited guest, but the tenant has done either of the following:
    1. Sought an injunction barring the person from the premises.
    2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.
- (2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.
- (3) A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.

AD 9.

**Disposition of personal property:** If a tenant vacates the premises and leaves behind personal property the Owner/ City of Tomah's Senior & Disabled Services Department has the right to dispose of the remaining personal property without any further notice to the tenant. Owner/ City of Tomah's Senior & Disabled Services Department is not required to hold or store personal property for 30 days that has been left behind by the tenant, but may dispose of the property immediately once Owner/ City of Tomah's Senior & Disabled Services Department is in possession of the apartment. By initialing this clause of the house rules you agree that this satisfies your advance 30 day notice and gives Owner/ City of Tomah's Senior & Disabled Services Department the authority to dispose of any personal property left behind by you.

AD 10.

**Laundry Policy.** Laundry hook-up is provided for Tenant's use only. No children under 12 years of age are allowed to use laundry equipment without an adult present. A Resident shall not allow a Non-Resident to use the laundry equipment. For safety reasons, only a stacking washer & dryer may be used in the utility space with laundry hook-up.

AD 11.

**Pet Policy:** Pet ownership, providing that the pet is kept in accordance with pertinent State and City laws and ordinances including compliance with the City of Tomah Leash Law, Zoning Codes and Owner Pet Policy outline in this section and in a manner that is not a nuisance to the other tenants.

Pets of Resident guests/visitors are not permitted on Owner Property and will be considered a lease violation.

- 1) **Pet Deposit & Pet Agreement**
  - a) A one-time deposit of \$100.00 is required in addition to the normal security deposit. Unless other payment terms are agreed upon, deposit must be paid in full before a pet is allowed in an apartment. A Pet/Animal Agreement must be completed & executed before a pet is allowed in an apartment and becomes part of Resident housing lease upon execution.
- 2) **Number and size of Animal/Pet Allowed**
  - a) Fish, turtles etc. housed in a tank: One (1) tank per apartment, or
  - b) Cats: One (1) domestic cat per apartment
  - c) Dogs: No dogs are allowed on Owner Property with the exception of an approved reasonable accommodation
  - d) No exotic pets will be allowed. This includes, but is not limited to: snakes, hamsters, gerbils, mice, rats, pigs, etc.
  - e) A combination of one fish tank, plus one other allowed pet may be permitted.
- 3) **Registration of Animal**
  - i) Animal must be registered annually at the City of Tomah's Senior & Disabled Services Department office by Resident providing the following:
    - (1) Complete Animal Care Provider section of pet agreement
    - (2) Proof that Animal:
      - (a) Has received inoculation in accordance with State and Local laws
      - (b) Has been neutered or spayed
      - (c) If assistive animal is a cat, proof that front claws have been removed
      - (d) Has been licensed in accordance with State and Local laws and regulations.
- 4) **General Rules**
  - i) Resident is required to remove and properly dispose of all removable animal waste, and
    - (1) Resident is forbidden from exercising their animal or permitting their animal to deposit waste on the Owner property
    - (2) In the case of cat and other animal using litter boxes, the Resident is required to change the litter a minimum of once per week and dispose of litter properly.
  - ii) When outside of the apartment on Owner property animal must be appropriately and effectively restrained and under the control of a responsible individual, and
    - (1) Unless the Animal has been trained to assist person with that specific disability and the assistive animal actually assists the person with a disability, it is barred from the laundry room, community room, playgrounds, parking lot, sidewalks and lawn areas on the property except as specified in 4)i)(1). The only exception will be use of these areas to allow the animal's ingress and egress of the Owner property.
    - (2) Animal may not be tied outside the building unattended, nor may animal be tied to trees or other structures on Owner property.
  - iii) Animal may be removed and/or excluded from Owner Property when that animal poses a threat to the health or safety of others. For example:
    - (1) Displays vicious behavior toward other Residents or others in the community
    - (2) Barks or growls uncontrollably
    - (3) Causes any other type of nuisance which disrupts the peace of the property.
  - iv) Resident shall be responsible for controlling noise and odor caused by animal.
  - v) Resident shall not leave animal unattended in the apartment for more than 10 hours.
  - vi) Resident is liable for all damage caused by their animal.
  - vii) Violation of this Pet Policy may be grounds for termination of Resident's housing lease.
- 5) **Person(s) with Disabilities –**
  - a) Resident must complete and receive approval of Resident Request for Accommodation and Verification of need for Reasonable Accommodation forms which must specify type of assistive animal being requested. An Assistive Animal Agreement shall be executed and becomes part of Resident housing lease upon execution.
- 6) **Pet Complaints**
  - a) Complaints about a pet violating the above rules should be submitted in writing to the City of Tomah's Senior & Disabled Services Department office. Complaints should state the reason for the complaint, the date and time of the particular incident, and must be signed by the person registering the complaint. Written warnings will be given to the Resident of pet policy violations when complaints are received. Three violations of the pet policy within a twelve (12) month period will be grounds for lease termination.

AD 13.

#### **Apartment Lockout Policy/Procedures**

When a Resident needs their apartment door unlocked they must contact City of Tomah's Senior & Disabled Services Department Office at 374-7476 during Business hours and during non-business hours at phone numbers provided with your lease. Staff shall respond within a timely manner but there is no set response time and whenever possible Resident will be informed of response time when they submit their request.

Lockout charges will be as follows:

Business hours shall be defined as 8:30 A.M. – 4:30 P.M., Monday – Friday not including Holidays; Holidays shall be considered non-business hours.

First time during business hours or non-business hours there is no charge.

Second time during business hours, the charge will be \$10.00 per call.

Third time and all future times during business hours, the charge will be \$25.00 per call.

Second time during non-business hours charge will be \$20.00 per call.



AD 14.

Third time and all future times during non-business hours charge will be \$25.00 per call.

**Smoke Free;** Smoking is strictly prohibited in 109 E Milwaukee St. Property. Tenant, household members, guests and visitors shall not smoke inside apartment at the 109 E Milwaukee St, Tomah WI property. Smoke Free conditions are as follows:

1. Smoking is not permitted inside rental unit.
2. Any deviation from the smoke-free policy by any tenant, a member of their household, or their guest will be considered a lease violation. Three (3) violations will result in eviction using the following step process:
  - a. First Offense – written warning
  - b. Second Offense – five day notice of lease violation
  - c. Third and Final Offense – termination of lease

AD 15.

**Recycling, Garbage & Dumpster Policy:** Tenant, members of Tenant's household and/or Tenant's visitors/guests shall not go through the Tenant garbage & recycling. There are two (2) bins marked "Recycling" located by rental unit provided for Tenant's use.

**Recycling is mandatory** in the City of Tomah and the following items must to be disposed of in the bin marked "Recycling". **YOUR RECYCLING GUIDE WHAT TO RECYCLE HOW TO PREPARE**

**NEWS PAPERS-MAGAZINES-OTHER PAPER**

NEWS PRINT, MAGAZINES, SLICK ADVERTISERS, ENVELOPES AND SIMILAR PAPER INCLUDING PHONE BOOK, PAPERBACK BOOKS, COMIC BOOKS, CATALOGS AND PAPERSACKS— Should be loose in a brown paper sack, small cardboard box or plastic grocery bag.

CARDBOARD (Corrugated AND Glossy Soda, Cereal, Beer boxes), **MUST** be flattened.

**GLASS CONTAINERS**

JARS AND BOTTLES ONLY – Rinse clean, no need to remove labels. Remove lids and caps; recycle metal lids or caps with tin or aluminum. Do not include any light bulbs, glasses, window glass or mirrors. No Broken Glass.

**TIN CANS (STEEL – Magnets will attract)**

FOOD CANS – Rinse clean, no need to remove labels, flatten if possible to save space.

EMPTY PAINT CANS – Must be empty and dry.

AEROSOL CANS – Empty through normal use.

**ALUMINUM CANS (Magnets will not attract)**

CANS, TRAYS, PANS, FOIL AND CAPS – Rinse and stacks trays together.

**PLASTIC (# 1-7)**

BOTTLES & CONTAINERS – Remove caps and discard, rinse clean, flatten if possible, remove metal handles or caps. Do not include any oil or antifreeze bottles!

**Non-recyclable items include** tires, film plastic, Pyrex glass, china, broken glass, Styrofoam, melamac, plastic toys. Please **DO NOT** put these items in to be recycled.

**WHITE GOODS** (large appliances such as refrigerators, stoves, washers, etc.) will be picked up on the **FIRST FULL WEEK** of the month and are to be placed at the street curb.

**ELECTRONICS** (Televisions, computers and monitors, etc.) will be picked up on the **FIRST FULL WEEK** of the month and are to be placed at the street curb.

AD 14.

**Carbon Monoxide Detectors.** Owner is responsible for the installation and maintenance of carbon monoxide detectors as required by Wis. Stat. §. 101. 149. Owner has installed carbon monoxide detectors in locations mandated by law.

- a. Tenant understands and agrees that Tenant must give City of Tomah's Senior & Disabled Services Department written notice that a carbon monoxide detector is not functional, or that it has been removed. Upon notification, City of Tomah's Senior & Disabled Services Department shall repair or replace the nonfunctional detector as soon as reasonably possible. Calling in a work order will count as written notice.
- b. No person may remove batteries from, tamper with, remove, destroy, or disconnect an installed carbon monoxide detector.

## STAFF COMMITTEE PREPARATION REPORT

**Agenda Item:**

Temporary Class “B” license application by North American Squirrel Association (n.a.s.a.) to sell fermented malt beverages and wine at the Tom Wopat concert at Recreation Park on May 4, 2024.

**Summary and Background Information:**

(Appropriate Documentation Attached)

North American Squirrel Association has applied for a Temporary Class “B” License to sell fermented malt beverages and wine at the Tom Wopat Concert at recreation park.

**Fiscal Note:**

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

**Recommendation:**

It is requested that the Committee of the Whole review the application and make a recommendation for the Common Council to approve the temporary beer license for the North American Squirrel Association for its event on May 4, 2024 at Recreation Park.

Respectfully submitted by:

Becki Weyer

Committee:            Committee of the Whole & Common Council

Meeting Date:        March 18 and 19, 2024

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

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

FEE \$ 10.00 RECEIPT # \_\_\_\_\_ Application Date: 3-13-24  
 Town  Village  City of TOMHA County of Monroe

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

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

at the premises described below during a special event beginning May 4 and ending May 4 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

(a) Name North American Squirrel Association  
 (b) Address PO Box 173 TOMHA WI  
 (Street)  Town  Village  City

(c) Date organized 12/2016  
 (d) If corporation, give date of incorporation \_\_\_\_\_  
 (e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:  
 President DAVE STUTZMAN  
 Vice President TOM CHRISTNOUGH  
 Secretary CHRIS LAW  
 Treasurer LINDA LUN

(g) Name and address of manager or person in charge of affair: DAVE STUTZMAN  
21601 Knullwood Rd Kenilworth 54638  
 Phone # 608-343-7234 Email tomasquirrels@gmail.com

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

(a) Street number Recreation Park  
 (b) Lot 602A Recreation Bld Block \_\_\_\_\_  
 (c) Do premises occupy all or part of building? \_\_\_\_\_  
 (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_  
 (e) Approximate number of attendees 500

**3. Name of Event** MONROE COUNTY HISTORICAL FUNDRAISER.

(a) List name of the event TOM WOPAT CONCERT  
 (b) Dates of event 5/4/2024

**4. SITE PLAN MUST BE ATTACHED TO THIS APPLICATION**

**DECLARATION**

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

Officer Da Stutz 3/13/24 NA SA  
 (Signature / Date) (Name of Organization)

Date Filed with Clerk 03/13/24 Date Reported to Council or Board \_\_\_\_\_  
 Date Granted by Council \_\_\_\_\_ License No. \_\_\_\_\_

Receipt # 5000983

# 50000987

## STAFF COMMITTEE PREPARATION REPORT

### Agenda Item:

Approval of amendment of Ordinance Amending Section 44-181 (1) Operation of ATVs and UTVs of the City of Tomah Municipal Code

### Summary and Background Information:

(Appropriate Documentation Attached)

In February 2024, the Committee of the Whole discussed the merits of making a change to the hours of operations for ATV/UTVs in the City of Tomah. Mike Harrison, President of Road Runners UTV Club spoke at the meeting with a request for consideration to amend the ordinance requirements of operating only during the hours of 5:00 a.m. – 10:00 p.m. Chief Holum explained the PD has not had issues with ATV’s UTVs and the change would have little to no impact on violations in the community.

### Fiscal Impact:

None.

*Becki Weyer*

Becki Weyer, City Clerk

Date 03/14/2024

Committee: Committee of the Whole and Common Council

Meeting Date(s): March 18 and 19, 2024

**ORDINANCE NO.** \_\_\_\_\_

**Ordinance Amending Section  
44-181 (1) Operation of ATVs and UTVs of the City of Tomah Municipal Code**

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

**SECTION ONE:** Section (1) of 44-181 Operation of ATVS and UTVs is hereby amended to read as follows:

(1) ATVs and UTVs may only be operated on approved ATV/UTV routes. Provided, however, this section shall not apply to maintenance or emergency vehicles that are city or county owned.

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

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

\_\_\_\_\_  
Michael Murray, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Weyer, Clerk

READ:

PASSED:

PUBLISHED: